

# The Gazette of India

PUBLISHED BY AUTHORITY

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 No. 49] NEW DELHI, SATURDAY, DECEMBER 9, 1961/AGRAHAYANA 18, 1883
 

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## NOTICES

The undermentioned Gazettes of India Extraordinary were published upto the 1st December, 1961:—

Serial No.	No. and Date	Issued by	Subject
289	S.O. 2791, dated 24th November, 1961.	Ministry of Law	Amendment in the Registration of Electors Rules, 1960.
290	S.O. 2792, dated 27th November, 1961.	Ministry of Information and Broadcasting.	Approved of Films specified therein.
291	S.O. 2852, dated 29th November, 1961.	Ministry of Railways	The headquarters of Shri A. R. Siddiqi Claims Commissioner, will be at Lucknow.
292	S. O. 2853, dated 1st December, 1961.	Ministry of Health	Further amendment in notification No. F.7-23/59-D dated the 21st December, 1959.
293	S. O. 2854, dated 1st December, 1961.	Ministry of Commerce and Industry.	Grant of Recognition to The Saurashtra Oil and Oilseeds Association Ltd., Commercial Chamber, Rajkot in respect of forward Contracts in Cotton seed.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

**PART II—Section 3—Sub-section (ii)**

**Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).**

**ELECTION COMMISSION, INDIA**

*New Delhi, the 25th November 1961*

**S.O. 2859.**—In exercise of the powers conferred by section 21 of the Representation of the People Act, 1951 (43 of 1951) and in supersession of the Commission's Notification No. 434/7/56, dated the 8th January, 1957, the Election Commission hereby designates for each of the Parliamentary constituencies in the State of Madras specified in column 1 of the Table below, the officer specified in the corresponding entry in column 2 of that Table to be the Returning Officer:—

**TABLE**

Name of the Constituency	Returning Officer
(1)	(2)
1. Madras North	Commissioner, Corporation of Madras
2. Madras South	Commissioner, Corporation of Madras
3. Sriperumbudur (SC)*	Collector of Chingleput
4. Chingleput	Collector of Chingleput
5. Tiruvallur	Collector of Chingleput
6. Vellore	Collector of North Arcot
7. Wandiwash (SC)	Collector of North Arcot
8. Tiruvannamalai	District Revenue Officer, North Arcot
9. Tindivanam	Collector of South Arcot
10. Cuddalore	Collector of South Arcot
11. Chidambaram	Collector of South Arcot
12. Tirukoilur (SC)	Collector of South Arcot
13. Tiruppattur	District Revenue Officer, North Arcot
14. Krishnagiri	Collector of Salem
15. Salem	Collector of Salem
16. Tiruchengode	Collector of Salem
17. Namakkal (SC)	Collector of Salem
18. Erode	Collector of Coimbatore
19. Gobichettipalayam	Collector of Coimbatore
20. Nilgiris	Collector of the Nilgiris
21. Coimbatore	Collector of Coimbatore
22. Pollachi	Collector of Coimbatore
23. Periyakulam	Collector of Madurai

(1)	(2)
24. Madurai	Collector of Madurai
25. Melur (SC)	Collector of Madurai
26. Dindigul	Collector of Madurai
27. Karur	Collector of Tiruchirappalli
28. Tiruchirappalli	District Revenue Officer, Tiruchirappalli
29. Perambalur	District Revenue Officer, Tiruchirappalli
30. Pudukkottai	Collector of Tiruchirappalli
31. Kumbakonam	Collector of Thanjavur
32. Mayuram (SC)	District Revenue Officer, Thanjavur
33. Nagapattinam	District Revenue Officer, Thanjavur
34. Thanjavur	Collector of Thanjavur
35. Ramanathapuram	Collector of Ramanathapuram
36. Aruppukkottai	Collector of Ramanathapuram
37. Kollpatti (SC)	Collector of Tirunelveli
38. Tirunelveli	Collector of Tirunelveli
39. Tenkasi	District Revenue Officer, Tirunelveli
40. Tiruchendur	District Revenue Officer, Tirunelveli
41. Nagercoil	Collector of Kanyakumari

[No. 434/7/61.]

*New Delhi, the 1st December 1961*

**S.O. 2860.**—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Orissa, hereby nominates Shri U. N. Rath, I.A.S., as the Chief Electoral Officer for the State of Orissa with effect from the after-noon of the 20th November, 1961 and until further orders vice Shri K. S. Bawa, I.A.S. This supersedes the Commission's notification of even number, dated the 10th November, 1961.

[No. 154/10/61.]

By order,

PRAKASH NARAIN, Secy.

## MINISTRY OF HOME AFFAIRS

*New Delhi, the 29th November 1961*

**S.O. 2861.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called Central Civil Services (Classification, Control and Appeal) Eighth Amendment Rules, 1961.

2. In Part I of the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1957, after the existing entries, the following entries shall be inserted, namely:—

- “30. Indian Inspection Service (Class I).
- 31. Indian Supply Service (Class I).”

[No. F. 7/26/61-Ests.(A).]

B. D. JAYAL, Dy. Secy.

**MINISTRY OF FINANCE**  
(Department of Expenditure)

*New Delhi, the 27th November 1961*

**S.O. 2862.**—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following regulations to amend the Civil Service Regulations, namely:—

1. These Regulations may be called the Civil Service (Twenty second Amendment) Regulations, 1961.

2. In the Civil Service Regulations, in clause (2) of Article 357-C, for the figure ‘20’, the figure ‘18’ shall be substituted and the following portion therein shall be omitted, namely:—

“or 18 as the case may be according as the Service|Posts are Class I to III or Class IV”.

[No. F. 3(22)-EV(A)/61.]

C. K. SUBRAMANIAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 9th December, 1961

S.O. 2863.—Statement of the Affairs of the Reserve Bank of India, as on the 24th November, 1961.

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up . . . . .	5,00,00,000	Notes . . . . .	15,44,27,000
Reserve Fund . . . . .	80,00,00,000	Rupee Coin . . . . .	1,10,000
National Agricultural Credit (Long-term Operations) Fund . . . . .	50,00,00,000	Subsidiary Coin . . . . .	2,09,000
National Agricultural Credit (Stabilisation) Fund . . . . .	6,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	
		(b) External . . . . .	
		(c) Government Treasury Bills . . . . .	33,99,04,000
Deposits :—			
(a) Government		Balances held abroad* . . . . .	28,98,34,000
(1) Central Government . . . . .	49,38,67,000	**Loans and Advances to Governments . . . . .	66,46,07,000
(2) Other Governments . . . . .	22,34,08,000	Other Loans and Advances† . . . . .	129,57,54,000
(b) Banks . . . . .	84,11,93,000	Investments . . . . .	205,18,50,000
(c) Others . . . . .	149,12,99,000	Other Assets . . . . .	24,88,80,000
Bills Payable . . . . .	22,89,33,000		
Other Liabilities . . . . .	35,68,75,000		
RUPEES . . . . .	504,55,75,000	RUPEES . . . . .	504,55,75,000

\*Includes Cash & Short-term Securities.

\*\*Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 25,00,000/- advanced to scheduled banks against usance bills under Section 17 (4) (c) of the Reserve Bank of India Act.

Dated the 29th day of November, 1961.

An Account pursuant to the Reserve Bank of India, Act, 1934, for the week ended the 24th day of November, 1961.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department . . .	15,44,27,000		A. Gold Coin and Bullion :—		
Notes in circulation . . .	1902,67,28,000		(a) Held in India . . .	117,76,03,000	
Total Notes issued . . .		1918,11,55,000	(b) Held outside India . . .	..	
			Foreign Securities . . .	116,86,07,000	
			TOTAL OF A . . .		234,62,10,000
			B. Rupee Coin . . .		124,65,70,000
			Government of India Rupee Securities . . .		1558,83,75,000
			Internal Bills of Exchange and other commercial paper . . .		..
TOTAL LIABILITIES . . .		1918,11,55,000	TOTAL ASSETS . . .		1918,11,55,000

Dated the 29th day of November, 1961.

H. V.R. IENGAR,  
Governor.

[No. F. 3(2)-BC/61.]

A. BAKSI, Jt. Secy.

(Department of Economic Affairs)

New Delhi, the 30th November 1961

**S.O. 2864.**—In pursuance of sub-section (7) of Section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 11th December, 1961 as the prescribed date in relation to the scheme for the amalgamation of the Pratap Bank Ltd. with the Lakshmi Commercial Bank Ltd. which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 4(118)-BC/61(I).]

**S.O. 2865.**—In exercise of the powers conferred by sub-section (2) of Section 45 of the Banking Companies Act, 1949 (10 of 1949) and in modification of this Department's notification No. F. 4(118)-BC/61(I) dated the 24th October, 1961 the Central Government hereby directs that the order of moratorium made by it in respect of the Pratap Bank Ltd. shall be in force upto and including the 10th December, 1961.

[No. F. 4(118)-BC/61(I).]

**S.O. 2866.**—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949) the Central Government has made an order of moratorium in respect of the Pratap Bank Ltd., Delhi under Sub-section (2) of the said section.

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Pratap Bank Ltd. with the Lakshmi Commercial Bank Ltd.

And whereas the Reserve Bank after having sent the said scheme in draft to the banking companies concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The Pratap Bank Ltd. shall be the transferor bank and the Lakshmi Commercial Bank Ltd. shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of the securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions

(a) all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank, and

(b) the rights or obligations, if any, of the transferor bank under or by virtue of the provisions of section 6 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 shall, with effect from the prescribed date, be transferred to and become the rights or obligations as the case may be of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and a balance sheet prepared in the first instance as at the close of business on the 17th June 1961 and thereafter as at the close of business on the day immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank, prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies.

(4) I. The transferee bank shall in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely,

(a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.

(b) Where the market value of any Government security such as the zamindari abolition bonds or other similar security in respect of which the principal is payable in instalments, is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.

(c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.

(d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.

(e) Premises and all other immovable properties and assets acquired in satisfaction of claims shall be valued at their market value.

(f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.

(g) Advances including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery".

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purposes of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank, the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs.

(a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest if any, accrued thereon up to the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

(b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank, including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the respective holder(s) thereof with a balance equal to the amount or the sum total of the amounts mentioned below, namely,

(i) In the first place a sum of two hundred and fifty rupees or the balance in the account whichever may be less, less the amount, if any, paid during the period of moratorium, provided that the sum total of the amounts credited in terms of this sub-clause in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) shall not exceed two hundred and fifty rupees, less the amount, if any, paid during the period of moratorium;

(ii) in the next place the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme, excluding the advances considered not readily realisable and/or bad or doubtful of recovery and any asset or portion of an asset not valued on the prescribed date, after deducting therefrom the amount needed for

the payments or provisions mentioned at clause (a) and sub-clause (i) of clause (b) above.

*Explanation.*—The term 'pro rata' occurring in this paragraph and elsewhere in this scheme shall mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

(c) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of

(a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of sub-clauses (i) and (ii) of that clause; and

(b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (i) below.

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner, namely,

(i) the transferee bank may, if it so considers necessary, call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay within three months from such date as may be specified, the uncalled amount remaining un-paid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;

(ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of the debt exceeds Rs. 5,000, the transferee bank shall not except with the approval of the Reserve Bank of India

(a) enter into a compromise or arrangement with the debtor or any other person,

(b) sell or otherwise dispose of any securities transferred to it;

(iii) the transferee bank shall in addition take such steps as may be necessary or possible to claim and realise amounts, if any, which may be due to the transferor bank under section 6 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954;

(iv) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act read with section 45H thereof and also with section 543 of the Companies Act, 1956.

(v) the transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii), (iii) and (iv) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph 5(a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;

(vi) the transferee bank shall, at such periodical intervals as may be possible or convenient, make out of the realisations effected by it on account of the items

mentioned in sub-clauses (i) (ii), (iii) and (iv) above, after deducting therefrom the expenditure incurred for the purpose, and the amount appropriated therefrom in terms of clause (v) above or out of the balance if any which may be available from out of the contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has been finally ascertained, payments *pro rata* in the manner and to the extent specified below:

- (a) in the first place the amounts due to the collection accounts of the depositors of the transferor bank till payment in full against all the accounts has been made; and thereafter
- (b) in the next place the amounts if any due to the accounts of the former shareholders of the transferor bank.

Provided that the transferee bank shall make the payments referred to in sub-clause (a) above,

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph 5 has not been closed or has not matured for payment by credit to that account; and
- (ii) if the said account has been closed or has matured for payment, in cash.

Provided further that the transferee bank shall give to any person to whom any payment may be due against an account mentioned in sub-clause (b) above such reasonable notice not exceeding three months and not being less than one month as it may consider appropriate, of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that

- (a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme and
- (b) the share capital of the transferee bank shall be deemed to have been increased, and it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme.

(vii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme.

(viii) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom any sums necessary for meeting the liabilities referred to in clause (v) of this paragraph which may remain unsatisfied as on that date, to the depositors and shareholders in the order and in the manner provided for in clause (vi) of this paragraph.

(7) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (5)(a), and interest shall be paid only in respect of the new accounts

opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(8) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(9) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor banks for anything which is in good faith done or intended to be done in pursuance of this scheme.

(10) All the employees of the transferor bank shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 18th June 1961.

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 18th June 1961.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank, on the basis that there service has been continuous and has not been interrupted by their transfer to the transferee bank.

(11) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(12) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank.

Provided, however, that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(13) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(14) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by prepaid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(15) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any right or liability in relation to any of these banks.

(16) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

[No. F.4(118)BC/61(D).]

R. K. SESHADRI, Dy. Secy.

## CENTRAL BOARD OF REVENUE

### INCOME-TAX

*New Delhi, the 5th December, 1961*

**S.O. 2867.**—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922) and in partial modification of all previous notifications on the subject, the Central Board of Revenue hereby directs that with effect from 13th November, 1961 (fore noon) Shri H. P. Sharma, a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such persons or classes of persons or of such incomes or classes of incomes or of such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of Madras.

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him.

Provided further that he shall not perform his functions in respect of such persons or of such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri H. P. Sharma shall be designated as the Commissioner of Income-tax, Madras with headquarters at Madras.

### *Explanatory Note*

**NOTE.**—The amendments have become necessary due to change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 83 (F. No. 55/1/61-IT).]

D. V. JUNNARKAR, Under Secy..

## CENTRAL EXCISE COLLECTORATE, POONA

*Poona, the 1st August 1961*

**S.O. 2868.**—In exercise of the powers delegated to me under the Government of India, Ministry of Food and Agriculture Notification No. 5-50/57-Com.I/II, dated 12th September, 1959 and in supersession of this Collectorate Notification No. 9/1960 dated the 22nd July, 1960 issued in pursuance of Section 2(b) of the Indian Central Oil Seeds Committee Act, 1946 (Act No. IX of 1946), I hereby authorise Central Excise Officers not below the rank of Sub-Inspectors to perform the duties of 'Collector' specified in Sections 11 and 13 of the Indian Central Oil Seeds Committee Act, 1946.

[No. 10/CER/61.]

B. D. DESHMUKH, Collector..

**COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL, CALCUTTA**

**CENTRAL EXCISE**

*Calcutta, the 4th November 1961*

**S.O. 2869.**—In exercise of the powers conferred on me by Rule 5 of the Central Excise Rules, 1944, I hereby make the following amendments to this Collectorate Notification No. 1/1961 dated 11th April 1961, namely:—

- (1) Delete the Rules 96-M(i), 96-S(i) and 92-TE(i) appearing in Column 3 against the entry at Sl. No. 2 (Asstt. Collector) of the Table of the aforementioned Notification.
- (2) Insert the Rules 96-M(1), 96-S(1) and 92-E(i) in Column 3 of the table against the entry at Sl. No. 7 (Adjudicating Officer).

[No. 4/1961.]

M. C. DAS, Collector.

**COLLECTORATE OF CENTRAL EXCISE, CALCUTTA AND ORISSA, CALCUTTA**

**CENTRAL EXCISE**

*Calcutta, the 27th November 1961*

**S.O. 2870.**—In exercise of the powers conferred on me by rule 5 of the Central Excise Rules, 1944, I hereby make the following amendments to this Collectorate Notification No. 1/1961, dated the 4th April, 1961, namely:—

- (i) Delete the entries "92-E(i)", "96-M(i)" and "96-S(i)" appearing in Column 3 against the entry at Sl. No. 1 of the table appended to the above Notification;
- (ii) Insert the entries "92-E(1)", "96-M(1)" and "96-S(1)" in Column 3 against the entry at Sl. No. 7 of the table appended to the said Notification; and
- (iii) Substitute the following for the existing entries in Column 4 against the entry at Sl. No. 7 of the table appended to the said Notification, namely:—

"Adjudicating Officers in accordance with their limits of power."

[No. 5/1961.]

A. K. ROY, Collector.

**CENTRAL EXCISE COLLECTORATE, ALLAHABAD**

**CENTRAL EXCISE**

*Allahabad, the 30th November 1961*

*1st Amendment to Notification No. 1.C.E./61, dated the 1st March, 1961.*

**S.O. 2871.**—In the Schedule issued with the Notification No. 1.C.E./61, dated the 1st March, 1961 of Allahabad Collectorate, published in the Government of India Gazette, Part II, Section 3(ii), dated the 25th March, 1961 at pages 646—652, for the existing entries:—

- (i) Against item 32 in column 2 substitute the following:—  
Entire tehsils Bilari, Amroha, Hasanpur and village Pakwara of Moradabad tehsil of Moradabad District.
- (ii) Against item No. 40 in column 2 substitute the following:—  
Entire Thakurdwara and Moradabad tehsils except village Pakwara of Moradabad tehsil of Moradabad District.

[No. 8/1961.]

S. P. KAMPANI, Collector.

**OFFICE OF THE ASSTT. COLLECTOR OF CENTRAL EXCISE AND LAND CUSTOMS, GOA FRONTIER DIVISION, BELGAUM**

**NOTICES**

*Belgaum, the 29th November 1961*

**S.O. 2872.**—Whereas it appears that the goods as mentioned in the undermentioned table seized in the vicinity of the Indo-Goa border, were about to be exported by land from India to Goa (Portuguese possessions in India) in contravention of the Rules and Notifications as mentioned against each.

Serial No.	Date and place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
1	2	3	4	5	6
201/61	28-7-61 Banda Tal: Sawantwadil;	Jamadar C. Ex. Lakkarkot	Shankar Brand Hing Tins (scaled)	16 Nos.	Govt. of India Ministry of Commerce and Industry Export (Control) Order No. I, 54 of 10-5-54 and No. 1/58 dated 1-5-58 as subsequently amended, issued under Sections 3 and 4-A of the Imports and Exports (Control) Act, 1947 and further deemed to have been issued under section 19 of the Sea Customs Act, 1878.
			Khambayat Sarees each of 9 yards.	16 Nos.	
			'Dawn' Mills Cotton under-wears.	118 Nos.	

2. Now, therefore any person claiming the goods is hereby called upon to show cause to the Asstt. Collector of Central Excise and Land Customs, Goa Frontier Division, Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878, and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act, 1924.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-201/61.]

**S.O. 2873.**—Whereas it appears that the goods as mentioned in the undermentioned table seized in the vicinity of the Indo-Goa border, were imported by Land in India from Goa (Portuguese possessions in India) in contravention of the Rules and Notifications as mentioned against each.

Serial No.	Date and place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
1	2	3	4	5	6
237/61	27-8-1961. Konal Jungle. Post:-Kolzar Tal:—S.'wadi.	Head Constable, S.R.P. Kumbral. Check Post.	Betchnuts in eight gunny-bags.	Mds.Srs. 6 7	The Govt. of India Ministry of Commerce and Industry—Import

1	2	3	4	5	6
					(Control) Order No. 17/55 dated 7-12-55 as subsequently amended and issued under Secs. 3 and 4-A of the Imports and Exports (Control) Act, 1947, and further deemed to have been issued under Sec. 19 of the Sea Customs Act, 1878.

2. Now, therefore any person claiming the goods is hereby called upon to show cause to the Asstt. Collector of Central Excise and Land Customs, Goa Frontier Division Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) and 168 of the Sea Customs Act, 1878, and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act, 1924 read with Section 167(8) of the Sea Customs Act, 1878.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-237/61.]

*Belgaum, the 1st December 1961*

S.O. 2874—Whereas it appears that the goods as mentioned in the under-mentioned table seized in the vicinity of the Indo-Goa border, were imported by land from Goa (Portuguese possessions in India) to India in contravention of the Rules and Notifications as mentioned against each:—

Serial No.	Date & place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
1	2	3	4	5	6
238/61	31-7-61 Near Chowki No. 43 Sasoli.	Head constable S.R.P. Force, Sasoli.	Betelnuts in 11 bags.	Mds.Srs. 8 9	Govt. of India — Ministry of Commerce and Industry Import (Control) Order No. 17/55 dated 7-12-55 as subsequently amended and issued under Sections 3 & 4-A of the Imports and Exports (Control) Act, 1947, and further deemed to have been issued under Sec. 19 of the Sea Customs Act, 1878.

2. Now, therefore, any person claiming the goods is hereby called upon to show cause to the Assistant Collector of Central Excise and Land Customs, Goa

Frontier Division, Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Sections 167(8) and 168 of the Sea Customs Act, 1878, and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act, 1924.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-238/61.]

E. R. SRIKANTIA, Asstt. Collector.

## OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE

### ERRATA.

In Notification No. 5/61, dated 27th September 1961 of the Office of the Collector of Central Excise, Bangalore bearing S.O. No. 2481 published in Part II—Section 3(ii) of the Gazette of India, dated 14th October 1961, the following corrections are to be made:—

- (i) In the heading under column 3 for the word "Exceptions" the word "Exemption" has been printed.
- (ii) Against Kolar District under column 3, the words "Chellur Hubli" has been printed for the words "Chellur Hobli".
- (iii) The words 'Rekkalkote Village' have been printed instead of 'Takkalkote Village' under column 3 against Bellary Dist.
- (iv) Against Raichur District the words 'Ravugere Village' has been printed for the words 'Tavargere village'.
- (v) In column 4 against items 12, 13, 14 and 15 of Gulbarga Dist., the word 'Jadgiri' has been printed instead of word 'Yadgiri'.
- (vi) Against Bijapur District 'Muddebihal Taluka' (appearing in column 2) has been shown under R.O. of Central Excise, Sindgi instead of R.O. of C.E. Bijapur.

## MINISTRY OF COMMERCE AND INDUSTRY

*Bombay, the 22nd November 1961*

S.O. 2875.—In exercise of the powers conferred on me by clauses 3, 4, 13, 14A and 17 of the Cotton Control Order, 1955 and of all other powers enabling me in this behalf, I hereby make the following amendments in the Textile Commissioner's Notification, dated the 1st September, 1961, namely:—

In the said notification, after paragraph 4 the following paragraph shall be added, namely:—

I. "4A. Survey.—All Indian cotton marketed in India shall be surveyed at the ginning and/or pressing stage as hereinafter provided by the East India Cotton Association Ltd. or by any Regional Committee appointed by it with the approval of the Textile Commissioner for this purpose. Such survey shall take place in each area from the date on which the East India Cotton Association Ltd., Bombay appoints the Regional Survey Committee for that area.

*Explanation.*—Cotton ginned and/or pressed in any area before the date of the appointment of the Regional Committee for that area shall not be subject to survey but the subsequent buyer or buyers shall have the right of survey provided in sub-paragraph (xi) below.

(ii) (a) All full-pressed bales of cotton shall be offered by its holder for survey by the East India Cotton Association Ltd., Bombay or by the Regional Committee appointed by it in this behalf and a certificate obtained.

(b) No bale of cotton shall leave the compound of the factory where it is pressed or shall be removed to a warehouse from such factory before the samples have been drawn by the authorised controllers of the East India Cotton Association Ltd., Bombay for survey by the Association or by the Regional Committee.

(iii) Cotton which is intended for delivery in loose form to a manufacturer shall be offered for survey by the East India Cotton Association Ltd., Bombay or by the Regional Committee appointed by it in this behalf, as soon as it is ginned and no such loose cotton will leave the factory where it is ginned before the samples of such cotton are drawn by the authorised controllers of the East India Cotton Association Ltd., for survey by the Association or by the Regional Committee appointed by it on this behalf.

(iv) The Regional Committees shall work under the overall control of the East India Cotton Association Ltd., Bombay or such other bodies nominated by the East India Cotton Association Ltd., Bombay with the approval of the Textile Commissioner.

(v) The survey certificate shall show the name of the first seller, the number of bales, the lot numbers, press running numbers of bales, press marks, description of the cotton, staple and grade and the maximum price thereof fixed according to Schedule 'A' annexed to the Textile Commissioner's Notification, dated 1st September, 1961. On the reverse side of such certificate, each seller shall endorse the name and address of each buyer and the date of each sale. The price payable by any buyer shall not exceed the maximum price indicated in the survey certificate which shall however be subject to adjustment in accordance with the provisions of sub-paragraphs (a), (b), (c), (d), (e), (f) of paragraph 5(ii) of the Textile Commissioner's aforesaid Notification, dated 1st September, 1961.

(vi) (a) The first seller may, if he is not satisfied with the certificate of survey of the Regional Committee or the East India Cotton Association Ltd., Bombay, as the case may be, prefer an appeal to the Ad Hoc Committee within 7 days of the date of the survey certificate.

(b) If any buyer does not accept the initial award of the Regional Committee or of the East India Cotton Association Ltd., Bombay, as the case may be, he may prefer an appeal to the Ad Hoc Committee within 7 days of the date of the survey certificate. However, if this period of 7 days has expired, the buyer shall have a right to either have a fresh survey at his cost by the East India Cotton Association Ltd., Bombay subject to the right of appeal to the Ad Hoc Committee.

(c) The award of the Ad Hoc Committee shall be final and binding without any right of re-survey.

(vii) The samples drawn by the authorised controllers in respect of each lot shall be kept in safe custody by the East India Cotton Association Ltd., Bombay or by the Regional Committee as the case may be for a period of not less than 7 days calculated from the date of the survey certificate.

(viii) The fees and the controlling charges for the initial survey shall be paid by the first seller which shall however, be recoverable from each successive buyer in accordance with sub-paragraph (ix) below. The appeal fees will be borne by the party preferring the appeal.

(ix) The initial survey fees and the controlling charges stated in (viii) above shall be passed on by the sellers to successive buyers in turn and the manufacturer shall ultimately be required to pay all these expenses against a duly receipted bill in addition to the applicable prices specified in clause 5 of the Textile Commissioner's aforesaid Notification, dated 1st September, 1961.

(x) No buyer shall take delivery of cotton unless it is accompanied by a certificate of survey issued as above and it will be incumbent on the buyer to scrutinise the survey certificate with reference to the cotton covered by the certificate and to satisfy himself that the certificate relates actually to the cotton purchased and delivered to him.

(xi) In cases where cotton has not been surveyed at the ginning and/or pressing stage, the buyer shall have the right of survey at the Regional Committee or at the East India Cotton Association Ltd., Bombay.

II. In paragraph 2, line 7, after the words "specified in Schedule 'A' annexed hereto", the following shall be added, namely:—

"or the maximum price shown in the Survey certificate whichever is applicable."

III. In paragraph 3, the following sentence shall be added:—

"All such cotton ginned and/or pressed shall be surveyed and the maximum price shall be determined before a manufacturer takes it for consumption."

IV. In the second proviso to paragraph 5—

(i) after the words "East India Cotton Association Ltd., Bombay," the following words shall be added, namely:—

"or by the Regional Committee appointed by it".

(ii) The words "or by the *Ad Hoc* Committee" shall be deleted.

W. R. NATU,  
Textile Commissioner.

[No. F. 24(2)-TEX(A)/61.]

M. P. ALEXANDER, Dy. Secy.

New Delhi, the 1st December 1961

S.O. 2876.—The following rules made by the Kaiserganj Beopar Company Limited, Meerut, in exercise of the powers conferred on it by sub-section (1) of section 9A of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) and approved by the Central Government are hereby published as required by sub-section (2) of that section, namely:—

The Articles of Association of the Kaiserganj Beopar Company Limited, Meerut, shall be amended as follows:—

I. For Article 108, the following article shall be substituted, namely:—

"108. Every shareholder and trading member or his authorised representative shall have one vote, whether on a show of hands or at a poll irrespective of the number of shares held by the shareholder or by the trading member, but Chairman shall have in addition a casting vote:

Provided that no one other than a trading member or his authorised representative shall be entitled to vote in respect of any member placed before the Company at any general meeting in which by reason of functional interests only the trading members are interested."

II. In Article 120, for clause (a), the following clause shall be substituted, namely:—

"(a) (i) Not more than 9 directors who shall be trading members belonging to the respective panels constituted under Chapter XI of these Articles or authorised representatives of such members elected by the trading members belonging to the respective panels or by the authorised representatives of such trading members as the case may be.

(ii) Not more than one director elected by the shareholders who are not trading members."

[No. 33(36)-TMP/FMC/60.]

T. S. KUNCHITHAPATHAM, Under Secy.

#### RUBBER CONTROL

New Delhi, the 1st December 1961

S.O. 2877.—In exercise of the powers conferred by clause (d) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby nominates Shrimati Rosamma Punnoose, Pulimoottil, Kunnamthanam P.O., via Thiruvalla, Kerala State, as a member of the Rubber Board for a period of three years with effect from the 13th December, 1961, to represent labour.

[No F. 15(2)Plant(B)/61.]

B. KRISHNAMURTHY, Under Secy.

## PATENT AND DESIGNS

New Delhi, the 2nd December 1961

**S.O. 2878.**—In exercise of the powers conferred by sub-section (1) of section 57 and sub-section (1) of section 77 of the Indian Patents and Designs Act, 1911 (2 of 1911), the Central Government hereby makes the following amendment to the Indian Patents and Designs Rules, 1933, the same having been previously published as required by sub-section (2) of the last mentioned section, namely:—

1. These rules may be called the Indian Patents and Designs (Amendment) Rules, 1961.

2. In the First Schedule to the Indian Patents and Designs Rules, 1933, after entry No. 35, the following entry shall be inserted, namely:—

“35A For supply of photo copies of documents.	For direct negative Rs. 2 per page of full size 13" x 8" or 33.0 cm. x 20.3 cm.  For positive copy Rs. 3.50 per page of full size 13" x 8" or 33.0 cm x 20.3 cm.”
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[No. 14(1)-TMP/61.]

M. H. SIDDIQI, Under Secy.

## (Department of Company Law Administration)

New Delhi, the 28th November 1961

**S.O. 2879.**—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 448 of the Companies Act, 1956 (1 of 1956) the Central Government hereby appoints Shri P. N. Goel, Joint Registrar, High Court of Judicature at Allahabad, to be the *ex-officio* Official Liquidator attached to that court with effect from 11th November, 1961 until further orders *vice* Shri R. P. Dikshit.

[No. 8(34)-Admn.II/61.]

P. B. SAHARYA, Under Secy.

## (Department of Company Law Administration)

## CHARTERED ACCOUNTANTS

New Delhi, the 29th November 1961

**S.O. 2880.**—In pursuance of clause (ii) of Regulation 15A and item (iii) of sub-clause (d) of clause (i) of Regulation 17 of the Chartered Accountants Regulations, 1949, and in supersession of the previous notifications on the subject the Central Government hereby recognises the following examinations as equivalent to the Intermediate Examination of a University as defined in clause (v) of Regulation 2 of the said Regulation, namely:—

1. The Intermediate examination of a Board of Intermediate Examination in India established by a Government Resolution.
2. A pass in the First Year examination of the Three year degree course of any Indian University which offers the Three-years Degree Course.
3. The Final Examination of the Government Commercial Institute, Calcutta.
4. A pass in the pre-professional and pre-engineering courses of one year duration after Higher Secondary/pre-University stage.
5. The Cambridge Higher School Certificate examination.
6. The Higher Oxford Certificate Examination with a combination of subjects considered by the Academic Council to be equivalent to that prescribed for the Intermediate Arts and Science Examinations of the Nagpur University.

7. The Commercial Diploma Examination of the Board of High School and Intermediate Education, Uttar Pradesh.
8. The Diploma in Commerce awarded by the late Government Commercial Institute, Delhi.
9. The Degree Examination of Shreemati Nathibai Damodar Thackersey Indian Women University, Bombay.
10. Diploma of the Government Commercial Examination of West Bengal, Delhi, Madras, Maharashtra and Gujarat.
11. The Diploma Examination in Secretarial Practice of the Gauhati University.
12. Jamia Senior Examination of Jamia Millia Islamia, Delhi.
13. Madhyama awarded by the Gujarat Vidyapith, Ahmedabad.
14. Successful completion of two years' course at the Joint Service Wing of the National Defence Academy.
15. Diploma in Commerce awarded by the Governments of Andhra Pradesh and Mysore.
16. Diploma in Accountancy awarded by the Sydenham College of Commerce & Economics, Bombay.
17. Diploma in Public and Business Administration of the Government of Maharashtra.

[No. 7/57/61-Inst.]

#### COST & WORKS ACCOUNTANTS

*New Delhi, the 30th November 1961*

**S.O. 2881.**—In pursuance of clause (b) of Regulation 20 of the Cost and Works Accountants Regulations 1959, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Commerce & Industry (Department of Company Law Administration) No. S.R.O. 2118, dated the 19th September, 1959 namely:—

In the said notification—

(i) for item 10, the following item shall be substituted, namely:—

“10. Diploma of the Government Commercial Examinations of West Bengal, Delhi, Madras, Maharashtra, and Gujarat.”;

(ii) after item 14, the following items shall be inserted, namely:—

- “15. Diploma in Commerce awarded by the Governments of Andhra Pradesh and Mysore.
16. Diploma in Accountancy awarded by the Sydenham College of Commerce & Economics, Bombay.
17. Diploma in Public and Business Administration of the Government of Maharashtra”

[No. 7/26/59-Inst.]

T. S. MENON, Under Secy.

#### Office of the Chief Controller of Imports & Exports

#### NOTICES

*New Delhi, the 29th November 1961*

**S.O. 2882.**—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955 the Government of India, in the Ministry of Commerce and Industry, propose to cancel Licence Nos. (1) G.992676/60/GC/CCI/HQ dated 25th May 1960, valued at Rs. 43,277/- for the import of Haemocytometer cover Glass and Microscopic objectives and (ii) G. 992675/60/GC/CC/HQ dated 25th May 1960, valued at Rs. 30,992/- for the import of Alcoholometers Gay Lucas and Micro Slides plain worth from Soft Currency Area except Union of South Africa granted by the Chief Controller of Imports & Exports, Udyog Bhavan, Maulana Azad Road, New Delhi to M/s. Samuel Lenord Supply Co., Laxmi Building, 355, Vithalbhai Patel Road, Bombay, unless sufficient cause against this is furnished to the Chief Controller of Imports & Exports, New Delhi within ten days of the date of issue of this notice by the said M/s. Samuel Lenord Supply Co.,

Laxmi Building, 355, Vithalbhai Patel Road, Bombay or any Bank, or any other party who may be interested in it.

2. In view of what is stated above, M/s. Samuel Lenord Supply Co., Laxmi Building, 355, Vithalbhai Patel Road, Bombay, or any Bank or any other party, who may be interested in the said Licence Nos. G. 992676/60/GC/CCI/HQ dated 25th May 1960, and G. 992675/60/GC/CCI/HQ dated 25th May 1960 are hereby directed not to enter into any commitments against the said licence and return the same immediately to the Chief Controller of Imports & Exports, New Delhi.

[No. CCI:I(C)/31/61.]

New Delhi, the 30th November 1961

**S.O. 2883.**—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955 the Government of India, in the Ministry of Commerce and Industry, propose to cancel Licence No. G992967/60/GC/CCI/HQ dated 7th April 1960, valued at Rs. 22,668/- for the Import of Burette and Boiling Flasks etc., from U.K. except Union of South Africa granted by the Chief Controller of Imports & Exports, Udyog Bhavan, Maulana Azad Road, New Delhi to M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20, unless sufficient cause against this is furnished to the Chief Controller of Imports & Exports, New Delhi, within ten days of the date of issue of this notice by the said M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20 or any bank, or any other party, who may be interested in it.

2. In view of what is stated above, M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20 or any Bank or any other party, who may be interested in the said Licence No. G992967/60/GC/CCI/HQ dated 7th April 1960, are hereby directed not to enter into any commitments against the said licence and return the same immediately to the Chief Controller of Imports & Exports, New Delhi.

[No. CCI:I(C)/22/61.]

E. M. JAYARAJAN,

Deputy Chief Controller of Imports & Exports  
For Chief Controller of Imports & Exports.

### (Indian Standards Institution)

New Delhi, the 27th November 1961

**S. O. 2884.**—In partial modification of the rate of marking fee for Brass Sheets, notified in the Schedule annexed to the Ministry of Commerce and Industry (Indian Standards Institution), Notification No. S.O. 878 dated the 31st March 1960, published in the Gazette of India, Part II—Section 3—Sub-Section (ii), dated the 9th April 1960, the Indian Standards Institution hereby notifies that the marking fee per unit for Brass Sheets, details of which are given in the schedule hereto annexed, has been revised. The revised rate of marking fee shall come into force with effect from 15th December, 1961.

#### THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1.	Brass Sheets	IS : 410-1959 Specification for Rolled Brass Plate, sheet, Strip and Foil ( <i>Revised</i> )	One Metric Tonne	Rs. 5.00 per unit with a minimum of Rs. 1,000.00 for production during a calendar year.


[No. MD/18 : 2.]

New Delhi, the 30th November 1961

**S.O. 2885.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the rules and regulations framed thereunder, shall come into force with effect from 15th December, 1961.

THE SCHEDULE

Serial No.	Design of the Standard Mark	Product/ Class of Product to which applicable	No. & title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
I.		Cuprous Oxide Water Dispersible Powder Concentrates.	IS : 1665-1960 Specification for Cuprous Oxide Water Dispersible Powder Concentrates.	The monogram of the Indian Standards Institution, consisting of letters ISI, drawn in the exact style and relative proportions, as indicated in column (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17 : 2]

**S.O. 2886.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for Cuprous Oxide Water Dispersible Powder Concentrates details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 15th December, 1961.

THE SCHEDULE

Serial No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
I.	Cuprous Oxide Water Dispersible Powder Concentrates.	IS : 1665-1960 Specification for Cuprous Oxide Water Dispersible Powder Concentrates.	One Metric Tonne.	Rs. 5.00

[No. MD/18 : 2]

**S.O. 2887.**—In supersession of the Ministry of Commerce and Industry (Indian Standards Institution), Notifications No. S.O. 332 and 2153 published in the Gazette of India, Part II—Section 3—Sub-section (ii) dated 29th March, 1958 and 9th September, 1961 respectively, the Indian Standards Institution hereby notifies that the marking fee for Oleo-Resinous Enamelled Wires and Synthetic Enamelled wires has been redetermined. The rate of marking fee, details of which are given in the Schedule hereto annexed, shall come into force with effect from 1st January, 1962.

## THE SCHEDULE

Serial No.	Product/Class of Products	No. and Title of the relevant Indian Standard	Unit	Marking Fee per Unit
1.	Oleo-Resinous Enamelled Wires.	IS : 449-1953 Specification for Enamelled High Conductivity Annealed Round Copper Wire (Oleo-Resinous Enamel)	One Metric Tonne	Rs. 10.00 per unit for the first 250 units or less with a minimum of Rs. 2,500.00 for production during a calendar year ;
2.	Synthetic Enamelled Wires	IS : 1595-1960 Specification for Enamelled High Conductivity Annealed Round Copper Wire (Synthetic Enamel).		Rs. 5.00, per unit for the next 500 units ;  Rs. 2.00 per unit for the 75 1st unit and over.

[No. MD/18 : 2(a).]

A. N. GHOSH,  
Director.

## ERRATA

In the Ministry of Commerce and Industry (Indian Standards Institution) Notification No. MD/12:771 dated 5 October 1961, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 18 September 1961 as S.O. 2446, please read in serial No. 19, Column (6)

Waterproof Packing Paper made from 60 g to 70 g Kraft Paper  
for

Waterproof Packing Paper made from 60% and 70% Kraft Paper.

## MINISTRY OF STEEL, MINES &amp; FUEL

(Department of Mines &amp; Fuel)

New Delhi, the 30th November 1961

S.O. 2888.—Whereas by the notification of the Government of India, in the Department of Mines and Fuel (Ministry of Steel, Mines & Fuel) S.O. No. 1825, dated the 29th July, 1961 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire certain lands and mining rights in the locality specified in the Scheduled appended to that notification;

And whereas no objection was made to the acquisition of the lands and mining rights in the locality aforesaid;

And whereas the Central Government after consulting the Government of Madhya Pradesh, is satisfied that—

- (a) the land measuring 572.20 acres described in Schedule 'A' appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 1704.80 acres described in Schedule 'B' appended hereto;

should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 572.20 acres described in the said Schedule 'A' and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land

measuring 1,704.80 acres described in the said Schedule 'B' are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Collector, Surguja (M.P.) or in the office of the Coal Controller, 1, Council House Street, Calcutta, or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE

Korea Block II

(Lands to be acquired).  
Drawing No. Rev/145/61.

SCHEDULE 'A'

(Sub-Block 2)

All Rights.

Sl. No.	Village	Tehsil	District	Area in Acres	Remarks
1.	Reserve Forest	Manendragarh	Surguja	508.75 Acres	Part.
			TOTAL	508.75 Acres (Approximately).	

Plots to be acquired:—

Part Reserve forest.

Boundary Description:

- 1—13 line passes through reserve forest.
- 13—12 line passes through reserve forest.
- 12—11 line passes through reserve forest.
- 11—10 line passes through reserve forest.
- 10—9 line passes through reserve forest.
- 9—8—18 line passes through reserve forest.
- 18—17—16—15—1 line passes through reserve forest and in the common boundary of Korea Block II.

SCHEDULE

(Sub-Block 3)

Drawing No. Rev/145/61.

All Rights.

Sl. No.	Village	Tehsil	District	Area in Acres	Remarks
1.	Reserve Forest.	Manendragarh	Surguja	63.45 Acres	Part.
			TOTAL	63.45 Acres (Approximately).	

Plots to be acquired:—

Part Reserve forest.

Boundary Description:

- 19—20—21—22—19 line passes through reserve forest.

**SCHEDULE 'B'**  
(Sub-Block 1)

Drawing No. Rev/145/61.

(Showing lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals are to be acquired.)

**Mining Rights.**

Sl. No.	Village	Tehsil	District	Area in Acres	Remarks
1.	Reserve Forest.	Manendragarh	Surguja	1704.80 Acres.	Part.
			<b>TOTAL</b>	<b>1704.80 Acres.</b> (Approximately).	

Plots to be acquired:—

Part Reserve forest.

**Boundary Description:**

- 1—2 line passes through reserve forest.
- 2—3 line passes through reserve forest.
- 3—4 line passes through reserve forest.
- 4—5 line passes through reserve forest.
- 5—6 line passes through reserve forest.
- 6—7 line passes through reserve forest.
- 7—8 line passes through reserve forest.
- 8—9 line passes through reserve forest.
- 9—10 line passes through reserve forest.
- 10—11 line passes through reserve forest.
- 11—12 line passes through reserve forest.
- 12—13 line passes through reserve forest.
- 13—1 line passes through reserve forest.

[No. C2-22(1)/61.]

P. S. KRISHNAN, Under Secy.

**MINISTRY OF FOOD AND AGRICULTURE**

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 30th November 1961

**S.O. 2889.**—The Government of Maharashtra having nominated Sarvashri Udesing Ramsing Pawar, District Jalgaon and Prabhakar Rao Mujalgekar, District Nanded as members of the Indian Central Oilseeds Committee to represent the growers in the State of Maharashtra under clause (f) of section 4 of the Indian Oilseeds Committee Act, 1946 (9 of 1946), the Central Government, in supersession of the notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. 8-25/60-Com-II. dated the 7th February, 1961, hereby notifies that Sarvashri Udesing Ramsing Pawar and Prabhakar Rao Mujalgekar aforesaid shall be members of the said Committee for the period ending with the 31st March, 1963.

[No. F. 8-25/60-Com-II.]

**S.O. 2890.**—The Government of Gujarat having nominated Dr. G. A. Patel, Director of Agriculture, Gujarat State, Ahmedabad as a member of the Indian Central Oilseeds Committee to represent the State Government of Gujarat under clause (e) of section 4 of the Indian Oilseeds Committee Act, 1946 (9 of 1946),

the Central Government hereby notifies that Dr. G. A. Patel aforesaid shall be a member of the said Committee for the period ending with the 31st March, 1964.

[No. F. 8-35/61-Com.II.]

SANTOKH SINGH, Under Secy.

## MINISTRY OF HEALTH

New Delhi, the 28th November 1961

**S.O. 2891.**—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby directs that the power to make orders under clauses (c), (e) and (f) and clauses (h), (i) and (j) in so far as they relate to clauses (c), (e) and (f) of sub-section (2) of section 3 of the said Act, shall, in relation to drugs, be exercisable also by the State Government of Maharashtra.

2. This order shall remain in force for a period of six months commencing on and from the date of its publication in the Gazette of India.

[No. F. 12-39/61-D.]

B. B. L. BHARADWAJ, Under Secy.

## MINISTRY OF TRANSPORT & COMMUNICATIONS

(Department of Transport)

(Transport Wing)

New Delhi, the 4th December 1961

**S.O. 2892.**—In pursuance of sub-rule (1) of rule 9 of the Shipping Development Fund Committee (General) Rules, 1960, the Central Government has appointed Shri S. Ramachandran, Private Secretary to the Minister of Transport and Communications, as the Secretary of the Shipping Development Fund Committee in place of Shri S. K. Ghosh who relinquished charge of the post on the afternoon of the 31st of December, 1960.

[No. 35-MD(34)/60.]

J. V. DASS, Under Secy.

(P. & T. Board)

New Delhi, the 28th November 1961

**S.O. 2893.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951 as introduced by S.O. No. 627 dated the 8th March 1960, the Director General, Posts & Telegraphs hereby specifies the 1st day of December, 1961 as the date on which the measured rate system will be introduced in Wellington Island telephone system, in supersession of the date of 1st day of November, 1961 as notified in S.O. No. 2597, in the Gazette of India dated the 4th November, 1961.

[No. 11-18/61-PHA.]

New Delhi, the 30th November 1961

**S.O. 2894.**—In pursuance of para (a) of Section II of Rule 434 of Indian Telegraph Rules, 1951 as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts & Telegraphs, hereby specifies 18th of December, 1961 as the date on which the Measured Rate System will be introduced in CHANDIGARH exchange.

[No. 11-23/61-PHA.]

RAMA KANT,

Director of Telephones (E),

## (Departments of Communications &amp; Civil Aviation)

## (P. &amp; T. Board)

*New Delhi, the 30th November 1961*

**S.O. 2895.**—In pursuance of sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following further amendments in the Schedule to the notification of the Government of India in the late Ministry of Communications (Posts and Telegraphs) No. S.R.O. 620 dated the 28th February, 1957, namely:—

In the said Schedule, for the existing entry "Deputy Director General (Staff)" or "Member, P. & T. Board" wherever it occurs, the entry "Member (Admn.) Posts and Telegraphs Board" shall be substituted.

[No. 44/10/61-DISC.]

N. K. NAIR,

Assistant Director General (Sea).

**MINISTRY OF SCIENTIFIC RESEARCH AND CULTURAL AFFAIRS****ARCHAEOLOGY***New Delhi, the 30th November 1961*

**S.O. 2896.**—Whereas by notification of the Government of India in the Ministry of Scientific Research and Cultural Affairs No. F. 4-8/61-C.I., dated the 19th April, 1961 published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 29th April, 1961, the Central Government gave notice of its intention to declare the archaeological site and remains specified in the schedule below to be of national importance.

And whereas the objection received to the making of such declaration has been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby declares the said archaeological site and remains to be of national importance.

SCHEDULE

State	District	Tahsil/Taluk	Locality	Name of site	Revenue plot number to be included under protection	Area	Boundaries	Owner-ship	Remarks
1	2	3	4	5	6	7	8	9	10
Gujarat	Surat	Kamrej	Kamrej	Ancient site comprised of Survey plot No. 535	Whole of Survey Plot No. 535.	11 acres 37 Gunthas	North :—Tapti River East :—Survey Plot No. 669 South :—Channel West :—Channel.	Private	

[No. F. 4-8/61-C.1.]  
S. J. NARSIAN,  
Assistant Educational Adviser.

## MINISTRY OF IRRIGATION AND POWER

## ORDER

*New Delhi, the 20th November 1961*

S.O. 2897.—In exercise of the power conferred by sub-rule (2) of Rule 133 of the Indian Electricity Rules, 1956, the Central Government hereby directs that the provisions of—

- (i) Rule 118, proviso (a),
- (ii) Rule 119 (1) (a),
- (iii) Rule 123 (7)

of the said Rules shall be relaxed in respect of the use of the following apparatus in conjunction with one 3.3 KV Model P & H 955A shovel serial No. J-1423—

- One type IV, Form 6-6854, 3 phase, 4 pole, 3300 volts; 125 K.W. Shinko Electric Co., Ltd., Induction motor, serial No. 3256949 with one type DSI-MKV, 200 amps, 3450 volts, Togami Electric Manufacturing Co., magnetic switch, serial No. E005646.
- One 200 amps, 3450 volt, Pole Oil Switch used as main Isolator in the shovel. (Serial No. not specified).
- One 7.5 KVA, 3300/220 volts three-phase transformer, serial No. 110953.
- One 2 KVA, 3300/110 volts, single phase lighting transformer, serial No. 811399.
- One length of 1000 feet of special type of flexible trailing cable .0225 sq. inch, 4 core, 3 power cores and one earth core of equal cross sectional area laid round the polychloroprene centre, polychloroprene sheathed, rated 3300 volts, pliable armoured tough rubber sheathed according to 324 type of BSS 1116 of 1956.

at the Purnapani limestone quarry of Rourkela Project of M/S Hindustan Steel Limited to the extent that (1) in relaxation of Rule 118(a) the portable motor of the shovel may be used at 3.3 K.V., (2) in relaxation of Rule 119(1)(a), the 7.5 K.V.A., 3300/220 volts, and 2 K.V.A., 3300/110 volts transformers with its associated equipment using energy at high voltage may not be fixed apparatus as being installed on the portable shovel moving from place to place, the same have a portable sense, (3) in relaxation of Rule 123(7), flexible cable not exceeding 1,000 feet in length may be used with the portable machine and that the relaxation shall be subject to the following conditions:

- (1) The 3.3 K.V., supply to the flexible cable should be provided with earth-leakage protection.
- (2) The flexible cable on the supply end shall be fitted to a properly rated gate end circuit-breaker at 3.3 K.V. by means of a suitable connector preferably bolted type. The circuit-breaker shall be provided with earth-leakage protection at a trip current not exceeding 5 amps and the over-current trip rating should be in keeping with the rating of the plant.
- (3) The flexible trailing cable should be connected to the electricity supply system and the machine by properly constructed connector boxes or totally enclosed safe attachments.
- (4) The installation and wirings inside the shovel shall comply with the relevant provisions of the Indian Electricity Rules, 1956, in particular rules 115—117, 121, 124 and 125.
- (5) The excavating machine along with the flexible trailing cable shall be worked and handled with due care so as to avert danger arising out of any electrical defect or in the use and the insulation resistance of high voltage circuit, including the driving motor, shall at no time be less than 10 megohms.
- (6) The operators of the shovel shall be trained and authorised for operating the shovel with competency and due care to avoid danger.

Provided that the aforesaid relaxation shall be valid for such time as the said machine is in use in the mine and due information shall be given to the Central Government through the Electrical Inspector of Mines as soon as the machine is taken out of the mine.

[No. EL.II-5(15)/61-III.]

N. S. VASANT,  
Officer on Special Duty.

**MINISTRY OF WORKS, HOUSING & SUPPLY**

*New Delhi, the 1st September 1961*

**S.O. 2898.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules, namely:—

**1. Short title.**—These rules may be called the Reception Officers (Press Security Organisation) Recruitment Rules, 1961.

**2. Application of the Rules.**—These rules shall apply to the post specified in column 1 of the Schedule annexed hereto.

**3. Classification, age limit and method of recruitment.**—The Classification, age limit, the qualifications, the method of recruitment and other matters relating to the post shall be as specified in columns 2 to 14 of the said Schedule. Provided the upper age limit specified in column 9 of the aforesaid Schedule may be relaxed in the case of candidates belonging to the Scheduled Caste, Scheduled Tribes, or displaced persons and other categories of persons in accordance with general orders issued by the Government of India from time to time.

**4. Disqualifications.**—(a) No person who has more than one wife living or, who having a spouse living, marries in any case in which such marriage is void by reasons of its taking place during the life-time of such spouse shall be eligible for appointment to the post; and

(b) no woman whose marriage is void by reason of the husband having a wife living at the time of such marriage or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the post.

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

## SCHE

Name of post	Classification—whether Gazetted or Non- Gazetted; whether Ministerial or Non- Ministerial	Scale of pay	Selection or non- selection	Percentage of posts to be filled by promotion			
				Direct recruitment	By Selection	Seniority- <i>cum</i> - fitness	Transfer
1	2	3	4	5	6	7	8
Reception Officer.	1. Class III 2. Non-gazetted 3. Non-Ministerial.	Rs. 130—5—160 —8—200—EB— —256—EB—8— 280—10—300.	..	..	..	..	100%; falling suitable candidates by direct recruitment.

DULE

Age Limit	Educational and other qualifications required	Period of probation, if any	For promotion/Transfer only Whether age and educational qualifications prescribed for direct recruitment shall apply in case of appointment by promotion/transfer	Grades/Sections from which promotion/transfer is to be made	Remarks
9	10	11	12	13	14
19 to 23 years (relaxable in respect of Scheduled Castes and Scheduled Tribes and Displaced persons and other special categories in accordance with the general orders issued by the Govt. of India from time to time.)	Intermediate/Senior Cambridge/Higher Secondary Certificate or equivalent qualifications, with good personality and ability to converse in English and Hindi.	Two years.	No.	Upper Division Clerks.	

[No. 24/73/60- S & P.I.]

M. N. KALE, Under Secy.

*New Delhi, the 23rd November 1961*

**S.O. 2899.**—In pursuance of the provisions of Rule 45 of the Fundamental Rules, the President is pleased to make the following further amendments to the Supplementary Rules issued with the Government of India, Finance Department letter No. 104-CSR dated the 4th February, 1952, namely:—

In part VIII of the said rules, after Division XXVI-G the following shall be inserted namely:—

**"DIVISION XXVI-H—The Nilokheri Press Quarters (Allotment) Rules, 1961."**

**1. Short Title, application and commencement.**—(1) These rules may be called the Nilokheri Press Quarters (Allotment) Rules, 1961.

(2) They apply to allotment of residences intended for the use of the staff of the Government of India Press, Nilokheri as specified in the Schedule to these Rules for the time being.

(3) They shall come into force at once.

**2. Definitions.**—In these rules, unless the context requires otherwise—

(a) 'Assistant Manager (Technical)' means Assistant Manager (Technical), Government of India Press, Nilokheri.

(b) 'Class' in relation to a residence means the Class of that residence, as for the time being specified in the Schedule.

(c) 'Residence' means any residence specified in the Schedule.

(d) 'Schedule' means the schedule to these Rules.

(e) 'emoluments' means—

(i) the pay including pension and pension equivalent of death-cum-retirement gratuity, if any, actually drawn by an officer at the beginning of the allotment year, provided it has been certified by the Assistant Manager (Technical) that the officer will continue to draw that or a higher pay throughout the allotment year, and

(ii) in any other case, the lower pay including pension and pension equivalent of death-cum-retirement gratuity, if any, which as certified by the Assistant Manager (Technical) the officer is expected to draw during the allotment year.

**Explanation.**—Special pay shall not be included in the emoluments unless the special pay is certified by the Assistant Manager (Technical) to be permanently attached to the post.

(f) 'Qualifying appointment' means an appointment the incumbent of which is required to reside at Nilokheri on duty with the Government of India Press, Nilokheri.

(g) 'Priority date' of an officer, in relation to his Class of residence, means the earliest date from which he/she has been continuously drawing emoluments of a particular class and has been continuously holding a qualifying appointment except for periods of leave:

Provided that where an officer holding a qualifying appointment is transferred to any of the other Government of India Presses and is subsequently reposted to the Government of India Press, Nilokheri, or where an officer is posted to the Government of India Press, Nilokheri, after transfer from any of the other Government of India Presses, the period of his service in the Government of India Press/Presses concerned shall be included in the period of qualifying appointment:

Provided further that if two or more officers have the same priority date, priority among them shall be determined by the amount of the emoluments; higher emoluments taking precedence over the emoluments next below, or where the emoluments are equal, by the period from which those emoluments have been drawn in the post held by such officers at the time of application; the longer period taking precedence over the period next below;

(h) 'Subletting' includes sharing of accommodation with an officer with or without payment of rent, but does not include a casual guest, that

is, a guest who lives with the allottee of a residence for a period not exceeding three months;

(i) 'Allotment year' means an year beginning on the 1st of April.

**3. Classification of Residences.**—(1) Residence of the various classes specified in the Schedule shall be allotted to officers as categorised in the following table, according to the emoluments drawn on the first of the allotment year in which the allotment is made:—

Class of accommodation	Category of officers
'E'	Officers drawing emoluments Rs. 250/- and above.
'F'	Officers drawing emoluments Rs. 150/- and above but less than Rs. 250/-
'G'	Officers, excluding Class IV officers, drawing emoluments less than Rs. 150/-
'H'	Class IV Officers.

(2) The classification of residence may, from time to time be changed, by order of the President. The President may also, from time to time, add any residence to, or remove any residence from the Schedule:

Provided that an officer to whom a residence has already been allotted at the time when its classification is changed, shall not be rendered ineligible therefor solely by reason of such change, unless he/she has been offered and has refused to occupy a residence in his/her own class.

4. The allotment and cancellation of residence under these Rules shall be made by the Assistant Manager (Technical).

**5. Application for Allotment.**—(1) Every officer who desires to have an allotment made, or continued under these Rules shall, in addition to his/her first application in this behalf, submit yearly application to the Assistant Manager (Technical) in such form as the Assistant Manager (Technical) may require.

(2) An officer may, if he/she so desires, apply for the allotment of accommodation of the next below class to which he/she is entitled under rule 3(1) in the application submitted in accordance with the provisions of sub-rule (1) above.

Applications received after the prescribed date will be considered after meeting the demand of all the applicants who submitted their applications on or before the due date.

(3) The application for fresh allotment shall not be considered:—

- (a) if the applicant is likely to be transferred from the Government of India Press, Nilokheri, during the allotment year; and
- (b) if the facts, stated in the application are substantially incorrect.

**6. Period of Allotment.**—Residences shall be allotted for each allotment year i.e. from the 1st April to the 31st March.

Provided that any residence which falls vacant after the commencement of the allotment year shall be allotted for the rest of the allotment year or for a shorter period.

**NOTE.**—The Assistant Manager (Technical) may extend the period of allotment in special cases.

**7. Allotment.**—Residences shall be allotted with effect from the 1st April on the basis of the applications received by the 31st January each year under rule 5 in the following order and in accordance with the following principles:—

- (1) to the officers to whom the residences of the class eligible under rule 3(1) were allotted for the allotment year previous to which the applications relate;
- (2) to the officers to whom the residences of a lower class were allotted for the allotment year previous to which the applications relate, in order of their priority date;
- (3) to the officers who have applied for a change in residence;

- (4) to the officers, in order of their priority dates, who have no allotment under these rules;
- (5) to the officers, in reverse order of their priority dates, who have been allotted residences in a higher class;
- (6) residences which are surplus after meeting the demands of eligible officers shall be allotted by priority date in the following order:—
  - (a) to officers eligible for residence of a higher class;
  - (b) to officers eligible for residence of a lower class;

Provided that for the purpose of this rule officers in the permanent employment and officers in temporary employment who are likely to remain in employment for the full allotment year concerned or more shall be given preference over other officers.

- (7) (a) An officer shall not be allotted any residence, if the officer's wife or husband, as the case may be, has already been allotted a residence, unless that residence is surrendered;
- (b) If two officers who are in occupation of separate residences marry each other, they shall surrender one of the two residences within one month of the marriage;
- (c) If one of the two residences occupied by a husband or wife is not surrendered as provided in clause (b), the allotment of the residence with lower living area shall be deemed to have been cancelled on the expiry of the aforesaid period of one month;

Provided that where both the residences have the same living area; the allotment of such one of them as Assistant Manager (Technical) may specify shall be deemed to have been so cancelled.

- (d) Nothing in this sub-rule shall apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by any court;
- (8) (i) Notwithstanding anything contained in sub-rules (1) to (7), no officer shall be eligible for allotment of Government accommodation under these rules or if he/she is already in occupation of such accommodation, to its continued retention, if:—
  - (a) he/she owns, or has, since the allotment of Government accommodation, become the owner in full or in part whether in his/her own name or in the name of any other person of a house in Nilokheri Township; or
  - (b) his wife/her husband or any dependent child owns, or has, since the allotment of Government accommodation become the owner, in full or in part, of a house which is located within Nilokheri Township; or
  - (c) whose father, mother or any other dependent relation owns, or has, since the allotment of Government accommodation, become the owner of, a house in Nilokheri Township.

- (ii) Any officer who on any date (hereafter in these rules referred to as the relevant date) subsequent to the date of his/her making application for allotment of Government accommodation or subsequent to the date of the allotment of Government accommodation becomes ineligible for such allotment under clause (a) or clause (b) or clause (c) of sub-rule 8(i) shall notify the fact to the Assistant Manager (Technical) within a period of seven days of the relevant date. In the event of the officer's failure to so notify him, the Assistant Manager (Technical) may reject the application for allotment or, if an allotment has already been sanctioned, cancel such allotment with effect from the relevant date and require the officer to vacate the Government accommodation forthwith.
- (iii) Notwithstanding anything contained in (i) and (ii) above, the Assistant Manager (Technical) may, with the approval of the Chief Controller of Printing and Stationery, New Delhi, allot or re-allot Government accommodation to an officer if:—
  - (a) the house owned by him/her, wife/husband, any dependent child or by his father, mother or any other dependent relation has been requisitioned by either the Government of India or the Government of Punjab; or

(b) it is proved to the satisfaction of the Chief Controller of Printing and Stationery, New Delhi, that such house was given out on lease:—

(i) before the posting of the officer to Government of India Press, Nilokheri; or

(ii) before the acquisition of such house by him/her, his wife/her husband, any dependent child, or by his father, mother or any other dependent relation; or

(iii) with the express approval of the Chief Controller of Printing and Stationery, New Delhi; and the Chief Controller of Printing and Stationery, New Delhi, is satisfied that it is not possible for the lessor, for reasons beyond his/her control, to obtain vacant possession of the house.

(iv) where any Government accommodation has been allotted or re-allotted to an officer under sub-rule 8(iii), the officer shall be liable, with effect from the date specified in the order of allotment or re-allotment, to pay standard rent under Fundamental Rule 45-B or standard rent under F. R. 45-A plus 33½% thereof, whichever is higher, for so long as he/she or his wife/her husband or any dependent child, or his father or mother or any other dependent relation, as the case may be, is unable to obtain vacant possession of the house.

(v) If at any time it appears to the Chief Controller of Printing and Stationery, New Delhi, that no efforts have been made to obtain vacant possession of the house, it shall be open to the Chief Controller of Printing & Stationery, New Delhi, to give suitable directions to the steps to be taken to obtain vacant possession of the house, and, if such directions are not complied with, to direct the Assistant Manager (Technical) to cancel the allotment and to require the allottee to vacate, the Government accommodation forthwith, or to charge rent for Government accommodation under Government of India's decision (2) below Fundamental Rule 45-B or twice the standard rent under F. R. 45-A, whichever is higher.

**8. Choices and Acceptances.**—(1) When allotting residences, the Assistant Manager (Technical) shall, as far as may be, have regard to any preference expressed by the applicants.

(2) If an applicant accepts in writing an offer of a residence by the Assistant Manager (Technical), the residence shall be deemed to have been allotted to the applicant for the period of allotment and the allotment shall continue until—

(a) it is cancelled by the Assistant Manager (Technical) or is deemed to be cancelled under these Rules; or

(b) it is surrendered by the officer concerned, or

(c) the officer concerned ceases to occupy the residence

(3) If an officer fails to accept the allotment or offer of an allotment, of a residence made to him/her under these rules within 5 days after the date of allotment or offer of allotment or fails to move into that residence after acceptance within 8 days after the date of allotment or fails to accept the alternative accommodation offered to him in consequence of any decision of the Government:—

(a) he/she shall not be eligible for another allotment under these rules for period of six months from the same date;

(b) the residence in question shall be re-allotted in accordance with the provisions of rule 7;

(c) any previous allotment of a residence made to him/her under these Rules which is out of class for the officer or the classification of which has changed or which has been removed from the schedule or which may be required by Government for some other purpose, shall be deemed to be cancelled with effect from the date the residence in question has been declared out of class for the officer or from the date its classification has been changed or from the date from which it is removed from the Schedule or from the date from which it is required by the Government whichever the case may be and he/she shall vacate that residence forthwith; and

(d) in addition to any disciplinary or other action that may be taken against him/her, he/she shall be charged, in respect of any period

for which he/she continues to occupy that residence after the date from which the allotment has been cancelled or is deemed to have been cancelled, rent calculated in accordance with the Government of India's decision No. (2) under F.R. 45-B or twice the full standard rent under F.R. 45-A whichever is higher.

**9. Waiting List.**—(1) The Assistant Manager (Technical) shall prepare a waiting list of officers who:—

- (a) have secured allotment but not according to the preference expressed by them in their applications;
- (b) have applied within the last date of application provided in rule 5 and to whom no residence has been allotted;
- (c) apply for residences after the last date of application provided in rule 5.

(2) The Assistant Manager (Technical) shall allot any residence which has not been allotted under rule 7, or the allotment of which has been cancelled under rule 14, to officers on the waiting list, so far as may be, in the manner provided in rule 7, and thereupon the provisions of rule 8 shall apply;

Provided that, in allotting residences, priority shall be given to all the officers mentioned in clause (a) of sub-rule (1) over any officers mentioned in clause (b) of that sub-rule and to all officers mentioned in clause (b) of that sub-rule over any officer mentioned in clause (c) of that sub-rule.

Provided further that any officer mentioned in clause (a) of sub-rule (1) shall be considered only for the allotment of residences for which he/she has expressed a preference.

**10. Unallotted Residences.**—(1) If any residence remains unallotted after the commencement of the allotment year Assistant Manager (Technical) may permit the residence to be occupied on payment of rent by any officer of Government or if it is not required by such officer, by any person whom he considers suitable, provided the allottee gives an undertaking in writing that he/she will pay the prescribed rent in advance every month and vacate the accommodation within one month from the date of receipt of a notice that it is required for the use of a Government servant belonging to the Government of India Press, Nilokheri.

(2) An allotment under sub-rule (1) shall not confer any claim to allotment subsequent to the period concerned.

**11. Responsibility for rent and damages.**—(1) The officer to whom a residence has been allotted shall be deemed to be in occupation thereof and shall be personally responsible, for its rent for the period of allotment whether he/she occupied it or not, unless the allotment is cancelled by the Assistant Manager (Technical). The rent shall be recovered in accordance with clause IV of rule 45A of the Fundamental Rules. Rent shall be recovered monthly in arrears by the Assistant Manager (Technical) from the pay bills of the officers concerned.

(2) No officer shall be deemed to be in occupation of a residence solely by reason of the fact that he/she shares it with the officer or person to whom it has been allotted.

(3) The officer to whom a residence has been allotted shall be personally responsible for any damage beyond fair wear and tear, caused thereto or to the premises or services provided therein by Government during the period for which the residence has been and remains allotted to him/her.

(4) (a) If a residence allotted is not available for occupation with effect from the commencement of the allotment year, rent will be charged from the 8th day after the date on which it becomes available to the allottee or from the date of occupation, whichever is earlier.

(b) In cases where an allotment has been made after the commencement of the allotment year, the rent will be charged with effect from the 8th day after issue of the allotment letter or from the date of occupation, whichever is earlier.

(5) When a group of residences is supplied with water through common meter, the tenants shall be required to pay to the Central Public Works Department, Nilokheri, the water charges at a flat rate fixed on the basis of the actual expenditure incurred by the Central Public Works Department on the supply of water during the previous year and after making provision for vacancy period.

(6) Where the officer to whom a residence has been allotted is a temporary Government servant, he/she shall execute a security bond in the form prescribed

in this behalf with a surety who shall be a permanent Government servant, for due payment of all rent and other charges payable by him in respect of such residence.

No such security bond will be required in case of quasi-permanent employees.

If the surety to the security bond dies, retires from service, becomes insolvent or ceases to be available for any reason, the officer shall furnish another surety bond within ten days from the date of his knowledge of the death, retirement, insolvency or non-availability of the former surety; and if he/she fails to do so, the allotment of the residence to him shall, unless otherwise decided by the Assistant Manager (Technical) be deemed to have been cancelled.

**12. Subletting and Sharing.**—(1) The officer to whom a residence has been allotted may sublet it if the Assistant Manager (Technical) approves, during the period for which it has been allotted, to any officer eligible therefor or if no such officer requires it, to any person falling under either of the categories listed in sub-rule (4) provided the sublease is not, except in special cases, for a period exceeding the period of absence of the allottee from Nilokheri.

(2) Notwithstanding that the permission of the Assistant Manager (Technical) has been obtained to a sub-lease under this rule, the allottee shall remain personally responsible for any rent payable in respect of the residence and for any damage caused to the premises or services provided by the Government beyond fair wear and tear.

(3) The rent payable by the sublettee in respect of the residence and services provided by the Government shall not, except with the previous sanction of the Assistant Manager (Technical), exceed the rent payable in such respect to the Government by the allottee.

(4) Permission may also be granted to an officer for sharing the residence allotted to him with—

- (i) a Government servant;
- (ii) the staff of semi-Government institutions in Nilokheri;
- (iii) the staff of local bodies in Nilokheri; and
- (iv) a close relative.

*Explanation.*—For the purpose of this sub-rule whether a person is a close relative or not shall be decided by the Assistant Manager (Technical).

(5) If an employee of the Government of India Press, Nilokheri, sublets a residence allotted to him/her or any portion thereof or any of the outhouses, appurtenant thereto without the permission of the Asstt. Manager (Technical), he/she shall without prejudice to any other action that may be taken against him/her, be charged the rent of the residence calculated in accordance with Government of India decision No. (2) under F.R. 45-B or twice the standard rent under F.R. 45-A, whichever is higher, for the period of such subletting.

**13. Change of Residence.**—(1) Officers to whom residences have been allotted may, if the Assistant Manager (Technical) approves, mutually exchange residences within the same class.

(2) An officer to whom a residence has been allotted under these rules, may also apply for a change of allotment within the same class in the yearly application made by him/her under the provisions of rule 5.

(3) If an officer fails to accept a change of residence offered to him within five days of the date of such offer, he/she shall not be eligible for a change of allotment under these Rules for a period of six months from the date a change of allotment was originally offered.

(4) No officer shall be allowed change of allotment within the same class more than once under this rule.

**14. Surrender.**—(1) If the officer to whom a residence has been allotted is under orders of transfer other than temporary transfer from the Government of India Press, Nilokheri, the allotment to him/her of the residence shall be deemed to be cancelled with effect from the eleventh day after the date of his/her transfer or with effect from the date of intended departure, whichever is earlier:

Provided that when an officer is transferred from the Government of India Press, Nilokheri, before the commencement of the allotment year for which the

residence is allotted to him/her, his/her consent shall not be necessary prior to the cancellation of the allotment.

(2) If the officer to whom a residence is allotted dies, the allotment shall be deemed to be cancelled from the date on which after such death, the residence is actually vacated or a period of four months expires, whichever is earlier. If an officer to whom a residence is allotted retires or is removed or dismissed from service, or resigns his/her post in the Government of India Press, Nilokheri, the allotment to him/her of the residence shall be deemed to be cancelled with effect from a date which is two months after the date of his/her retirement, removal or dismissal or resignation, as the case may be, or with effect from the date on which the residence is actually vacated, whichever is earlier. An officer shall also be entitled to retain his/her allotment during the leave preparatory to retirement or during the refused leave granted under F.R. 86 for the full period of leave on full average pay or half average pay included in such leave, subject to a minimum of two months and maximum period of four months inclusive of the concessional period of two months permissible under this sub-rule. Thereafter his allotment shall be deemed to be cancelled.

(3) An officer who goes on leave, other than leave preparatory to retirement or refused leave granted under F.R. 86, or on deputation or transfer out of India or on foreign service or on temporary transfer, that officer may, with the previous approval of the Assistant Manager (Technical), retain the allotment—

- (i) in the case of leave, other than leave preparatory to retirement or refused leave granted under F.R. 86, for a period not exceeding eight months,
- (ii) in the case of deputation or transfer out of India, for a period of six months, and
- (iii) in the case of foreign service in India or temporary transfer, for a period not exceeding four months, subject to the following conditions:—
  - (a) the Assistant Manager (Technical) certifies that the officer concerned would be returning to duty at the Government of India Press, Nilokheri, on the expiry of his/her leave; and
  - (b) in any of the cases mentioned in clauses (ii) and (iii) above, the residence is required for the occupation of, and is in fact occupied by his/her family.

The allotment of residence to an officer shall be deemed to be cancelled after the periods specified above.

(4) If the officer to whom the residence has been allotted and who, if living, stays in it after its allotment to him/her has been cancelled or is deemed to be cancelled, he/she shall be charged, in respect of any period for which he/she continues to occupy that residence after the date of cancellation, the rent calculated in accordance with the Government of India's decision No. (2) under F.R. 45-B or twice the full standard rent under F.R. 45-A, whichever is higher. If the officer has died and his/her family stays after the date from which the allotment is deemed to be cancelled, the rent shall be recovered at the same rate at which it would have been recovered if the officer had not died.

**15. Notice of Vacation.**—The officer to whom a residence has been allotted must, before vacating the residence, give not less than 5 days' notice in writing to the Assistant Manager (Technical). This notice is in addition to the notice of the surrender provided for in these rules.

**16. Inventory.**—The officer to whom a residence has been allotted shall be required when he enters into occupation of and when he vacates the residence to sign an inventory of the furniture (if provided in the residence) and fittings.

**17. Sanitation.**—The officer to whom a residence has been allotted shall maintain the residence and premises in clean condition to the satisfaction of the Assistant Manager (Technical) or of such officer who is responsible for the final disposal of the rubbish and night soil and the Health Officer, Nilokheri, if any.

**18. The officer to whom a residence has been allotted shall not permit trees or shrubs on the premises to be cut down or lopped, save with the consent of the officer responsible for Horticultural Operations in Nilokheri.**

**19. Non-observance of Rules.**—(1) If the officer to whom a residence has been allotted furnishes false information, commits any breach of the rules or of the terms and conditions of the allotment, sublets the residence without permission, misconducts himself or causes annoyance to other tenants, or uses or permits

the residence or premises to be used for any purposes which the Assistant Manager (Technical) considers to be improper the Assistant Manager (Technical) may without prejudice to any other disciplinary action that may be taken against him—

- (a) cancel the allotment of that residence to him/her and,
- (b) declare him/her to be ineligible for a residence in Nilokheri during any specified period.

Provided that where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with the neighbours, the officer may be allotted another residence in the same class.

(2) For the purpose of this rule 'improper use' shall include—

- (a) charging of excessive rent from the sublessee or from the guest;
- (b) erecting unauthorised structure in any part of the residence;
- (c) using the residence or a portion thereof for purposes other than those for which they are meant; and
- (d) unauthorised extension from electric and water connections or tampering therewith.

20. The President may, for exceptional reasons, to be recorded in writing relax any of the provisions in the foregoing rules in the case of any officer or residence or class of officers or residences. Further, if any question arises as to the interpretation of these rules, the decision of the President shall be final.

*Schedule showing Class of Residences and Particulars of Residences to rule 1 (2) of the Nilokheri Press Quarters (Allotment) Rules, 1961.*

Class of Residence	Number of Quarters	Plinth area of each quarter	Location
'E' (Single storey).	2	1000 Sq. feet	Nilokheri Press Colony
'F' (Double storey).	8	791 „	Do.
'G' (Double storey).	36	600 „	Do.
'H' (Single storey).	4	300 „	Do.
'H' (Double storey).	16	345 „	Do.

[No. 1(2)/61-S&PI.]

D. P. KARNIK, Dy. Secy.

*New Delhi, the 4th December 1961*

**S.O. 2900.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 1792 dated the 10th August, 1959 namely:—

In the table below the said notification, for the entries in column I against Serial Nos. 4 and 5, the following shall be substituted, namely:—

4. Law and Estate Officer, Kandla Port.
5. Chief Engineer, Vishakhapatnam Port.

[14/3/60-Acc.]

R. C. MEHRA, Under Secy.

## MINISTRY OF REHABILITATION

*New Delhi, the 1st December 1961*

**S.O. 2901.**—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties specified in the schedule hereto annexed in the State of Punjab for a public purpose being a purpose connected with

the relief and rehabilitation of displaced persons, including payment of Compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), is notified that the Central Government has decided to acquire, and hereby acquires the evacuee properties specified in the schedule hereto annexed.

#### THE SCHEDULE

All properties in the State of Punjab which have vested in the Custodian under Section 11 of the Evacuee Interest (Separation) Act, 1951, as a result of adjudication by the Competent Officer under the provisions of the said Act from the 1st August, 1961 to 30th November, 1961 and in respect of which no appeals have been filed and if filed, have been rejected by the Appellate Officer (Officers) concerned.

[No. 16(18)/58-Prop.II-Comp.]

M. J. SHRIVASTAVA,  
Settlement Commissioner & *Ex-Officio*  
Under Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 30th November 1961

**S.O. 2902.**—In exercise of the powers conferred by clause (a) of sub-section (2) of section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), and in partial modification of this Ministry's notification No. 27/3/55-SII, dated the 17th February, 1956, the Central Government hereby appoints Personal Assistants to the Collectors of Poona and Ahmedabad districts in place of Collectors of those districts as Managing Officers for the custody, management and disposal of Compensation Pool within their jurisdiction.

(This Ministry's notification No. F. 10/23/56-SII, dated 21/26th November, 1956 is hereby cancelled.)

[No. 7(57)ARG/61.]

KANWAR BAHADUR,  
Settlement Commissioner (A) &  
*Ex-Officio* Dy. Secy.

### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th November 1961

**S.O. 2903.**—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri P. Shanmugham to be an Inspector for the whole of the State of Madras for the purposes of the said Act and of any scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 20(12)/61-PF.I.]

New Delhi, the 30th November 1961

**S.O. 2904.**—In exercise of the powers conferred by sub-section (i) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri B. P. Chandra Reddy to be an Inspector for the whole of State of Andhra Pradesh for the purposes of the said Act and of any scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 21(3)61-PF-I.]

**CORRIGENDUM**

*New Delhi, the 29th November 1961*

**S.O. 2905.**—In the Ministry of Labour and Employment Notification S.O. 1542, dated the 22nd June, 1961 published in the Gazette of India Part II, section 3, sub-section (ii), dated the 1st July, 1961, in column 3 against S. No. 2 in Schedule I. for the date "1-8-1956" read "30-9-1956".

[No. 9(9)/61-PF.II.]

P. D. GAIHA, Under Secy.

*New Delhi, the 1st December 1961*

**S.O. 2906.**—In the Ministry of Labour & Employment Notification S.O. 2509, dated the 12th October, 1961, published at page 2740 in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 21st October, 1961,—

for the entry

"2. Shri H. D. Goil,  
Conciliation Officer (C),  
Ajmer",

the entry

"2. Shri J. K. Mani,  
Conciliation Officer (C),  
Ajmer",

shall be substituted and shall be deemed always to have been substituted.

[No. 23(9)60-MIII.]

A. P. VEERA RAGHAVAN, Under Secy.

*New Delhi, the 2nd December 1961*

**S.O. 2907.**—In pursuance of clause 4 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956, the Central Government hereby appoints Shri A. R. Conway, as a member of the Madras Dock Labour Board *vice* Shri J. R. Brinton, resigned and directs that the following amendment shall be made in the Notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1372, dated the 19th May, 1960, namely:—

In the said notification, under the heading "*Members representing the employers of dock workers and shipping companies*", in item (4), for the entry "Shri J. R. Brinton", the entry "Shri A. R. Conway" shall be substituted.

[No. 524/4/60-Fac.]

R. C. SAKSENA, Under Secy.

*New Delhi, the 2nd December 1961*

**S.O. 2908.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following awards of the Labour Court, Delhi, in the matter of applications under section 33A of the said Act from certain employees of the State Bank of India, Bombay and the State Bank of Patiala, Patiala.

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT DELHI**

**PRESENT:**

Shri E. Krishna Murti,  
Central Govt. Labour Court, Delhi.

*The 15th November, 1961.*

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 264 of 1961

Shri Gurbachan Singh, Moradabad, House No. W. 642, Islamganj, Jullundur City—*Complainant.*

Vs.

The State Bank of India, Fort Bombay-1—Respondent.

Shri Vidya Sagar—for the management.

Shri Anand Parkash—for the workman.

In the matter of Complaint No. 107 of 1961, in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank dispute) Bombay-1.

### AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. It is alleged on behalf of the petitioner, that the opposite party has been guilty of contravention of Section 33 of the Industrial Disputes Act, that the complainant was a Money-Tester in the Cash Department of the Moradabad Branch of the Bank, that, though he was only a Money Tester, he was given a bundle of Rs. 100 notes for counting, that he left his seat for a short time to go to the seat of the Head Cashier, that, when he came back the complainant found one bundle of Rs. 100 notes missing, that this was brought to the notice of the Head Cashier, that the Agent of the Branch informed the police, that till the police arrived there was a complete chaos, that the petitioner was served with a charge-sheet, that he gave an explanation in answer thereto, that there is a violation of the provisions of the Bank Award in the matter of enquiry, that the opposite party was dismissed on being paid one month's salary and allowances, that no prior approval was obtained under Section 33(2)(d), that there is a contravention of Section 33, that the action taken by the opposite party is unjustifiable, and that suitable orders may be passed on the complaint of the petitioner.

3. The contention on behalf of the Bank is, that there are no standing orders applicable to the bank, that however as a matter of abundant caution an application was made under Section 33 sub-section (2), that there is no contravention of Section 33 of the Industrial Disputes Act, that the action of the respondent is not unjustified, or illegal, as alleged, that there has been no violation of the mandatory provisions of the Bank Award with regard to disciplinary proceedings, that there has been no denial of the principles of natural justice, that there has been no victimisation against the applicant, that it is not true, that he is being held responsible for the negligence of any officers of the bank that the conclusions, arrived at by the Enquiry Officer, are not perverse, and that the application should be dismissed, with costs.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether this application under Section 33A is maintainable?
- (3) Whether the dismissal of the petitioner is wrongful, and is illegal, and unjustified, as contended by him?
- (4) Whether the dismissal of the petitioner is lawful, valid, and justified, as contended on behalf of the management?
- (5) To what relief, if any, is the petitioner entitled?

#### *Issues No. 1 and 2*

5. In this application under Section 33A of the Industrial Disputes Act, preferred by Shri Gurbachan Singh, a former employee of the Moradabad Branch of the State Bank of India, the objection has been raised on behalf of the management, that there is no contravention of Section 33, and that this application is not maintainable. The management of the bank requested, that this preliminary objection, as to maintainability of the petition, may be decided first, as it involves the question of jurisdiction. Accordingly, this question of maintainability of the petition has been argued as a preliminary point.

6. In the first place, the contention on behalf of the bank is, that Section 33 has no application to the facts of the case at all, that there are no standing orders in the bank, and that, in these circumstances, there can be no contravention of Section 33. It is clear, that Section 33(1) has no application to the facts of this case, because the misconduct, in connection with which the petitioner's services are said to have been terminated is not shown to be connected with the dispute pending before the National Industrial Tribunal. It is also not the case of the petitioner, that he is a protected workman, and that Section 33(3) has application to the facts of the case. It is only Section 33(2), that can have any application to the present case.

7. The contention however on behalf of the bank is, that Section 33(2) requires the existence of standing orders in the concern, in order to make it applicable, that there are no standing orders in the bank, and that, therefore Section 33(2) has no application. What is urged before me by Shri Vidya Sagar on behalf of the bank is, that the words "standing orders" in Section 33(2) mean only certified standing orders under the Industrial Disputes (Standing Orders) Act. I am unable to uphold this contention. The words "standing orders" have not been defined in the Industrial Disputes Act. Granting this, it does not necessarily follow, that the words mean only standing orders under the Industrial Disputes (Standing Orders) Act. There may be other rules and regulations in writing governing the conditions of service and employment of employees in an institution, and these can very well be regarded as standing orders of the establishment. So far as the State Bank of India is concerned, there is the Bank Award, and the various provisions in the Bank Award, which govern the conditions of service and employment of workmen employed in banks, constitute the standing orders. Therefore, it is not possible to hold, that, even Section 33(2) has no application to the facts of the case, in face of the existence of the provisions of the Bank Award. I find, that Section 33(2) applies to the facts of this case.

8. The next contention on behalf of the bank is, that, even assuming, that Section 33(2) applies to the facts of this case, still the bank has acted in accordance therewith, and that one month's wages were paid to the petitioner, and a petition for approval was filed in compliance with the conditions laid down in that section. Exts. M/1 and 2 are copies of letters sent on behalf of the bank. Ext. M/1 dated 13th January, 1961 states, that the bank had decided to dismiss Shri Gurbachan Singh from the bank's service, and that an application was being filed before the National Tribunal for approval of their action in terms of the proviso to Section 33(2)(b) of the Industrial Disputes Act. It is further stated, that a payment order for Rs. 156-07, being salary and allowance for one month, was also being given. Ext. M/2 is in continuation of Ext. M/1, and it is stated therein, that an application for approval had since been filed, that Shri Gurbachan Singh was dismissed from bank's service as from that date, and that a payment order for Rs. 81-25, being salary and allowances upto date, was enclosed. It is, therefore, clear, that the bank has acted in accordance with the terms of the proviso to Section 33(2). The petition for approval, i.e. O.P. No. 36 was received by the National Tribunal on 9th March 1961, and it is dated 6th March 1961. I find, that the conditions laid down in Section 33(2) have been complied with by the bank.

9. It follows from my finding above, that there is no contravention of Section 33 of the Industrial Disputes Act. In the absence of such contravention, no petition lies under Section 33A. This petition is not maintainable, and that this Tribunal has no jurisdiction to deal with the same.

#### *Issues No. 3 and 4*

10. In view of the fact, that this petition is not maintainable, all questions relating to the merits of the dispute are left open, and cannot be decided herein.

#### *Issue No. 5*

11. In view of the fact, that the petition is not maintainable, it is accordingly dismissed. There will be no order as to costs.

12. An award is passed accordingly.

(Five pages)

The 15th November, 1961.

(Sd.) E. KRISHNA MURTI,  
Central Government Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT,  
DELHI

PRESENT:

Shri E. Krishna Murti.  
Central Govt. Labour Court at Delhi.  
The 6th November, 1961.

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 201 of 1961

Shri Dalip Singh, Gunretainer, State Bank of Patiala, Sulianpur Lodhi, C/o.  
State Bank of Patiala Employees' Union Regd., Camp Office, Phagwara  
(Punjab)—Complainant.

Vs.

The State Bank of Patiala, Head Office, Patiala (Punjab)—*Respondent*.

Shri J. Singh—for the management.

Shri Tek Chand—for the workman.

In the matter of Complaint No. 93 of 1961, in Ref. No. 1 of 1960, pending before the National Industrial Tribunal, (Bank Dispute) Bombay-1.

## AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. It is alleged on behalf of the petitioner, that he was an employee of the Bank of Patiala, and was serving at the Sultanpur Lodhi Office, that his services were unlawfully terminated during the pendency of the dispute before the National Tribunal, without permission, that the action of the opposite party is a clear violation of the provisions of Section 33 of the Industrial Disputes Act, that the General Manager and Manager were prejudiced against him due to his trade union activities, and that finally his services were terminated out of prejudice against the petitioner.

3. The contention on behalf of the management is, that the Bank of Patiala has now become the State Bank of Patiala with effect from 1st April 1960 under the State Bank of India Subsidiary Banks Act 1959, that the appointment of the petitioner was on 20th June 1958, that the employee was as a temporary Gunretainer, that his services were terminated as they were no longer required by the Bank, that the termination is not by way of punishment, that it is not true, that action had been taken against him on account of prejudice against him, or on account of trade union activities, that no permission was necessary before terminating the petitioner's services, that the case of the petitioner does not fall under Section 33(1) of the Industrial Disputes Act, that the petitioner was paid one month's wages, that the increment fell due to the applicant on 20th June 1960, that the same was paid to the petitioner, while terminating his services, and that he is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether Section 33(1), or Section 33(2) of the Industrial Disputes Act applies to the facts of this case?
- (3) Whether the termination of service of the petitioner is wrongful and unjustified, as contended on behalf of the petitioner?
- (4) Whether the termination of service of the petitioner is lawful and justified, as contended on behalf of the management?
- (5) To what relief, if any, is the petitioner entitled?

Issues No. 1 and 2—

5. The petitioner was an employee of the Bank of Patiala. It is admitted in the written statement, that he became an employee of the Bank on 20th June 1958. It is stated, that he was appointed as a temporary Gunretainer on that day at the Barnala Office. He was later transferred to Sultanpur Lodhi, which office he joined on 8th September 1959. The petitioner was served with an order of termination, Ext. W/1, dated 20th May 1961.

6. The contention has been raised on behalf of the petitioner, that there is a contravention of Section 33(1) of the Industrial Disputes Act. It is clear, that no application under Section 33A will lie unless there is a contravention of Section 33 of the Industrial Disputes Act. The petitioner's contention, that Section 33(1) applies to the facts of the case, and that previous permission should have been taken by the management before he was dismissed from service, is not tenable. It will appear, that the Bank of Patiala became State Bank of Patiala with effect from 1st April 1960 in accordance with the State Bank of India Subsidiary Banks Act, 1959. It is also admitted before me, that the State Bank of Patiala was included in the order of reference before the National Tribunal by order dated 4th June 1960. There is nothing to show that the dispute now in question is connected with the dispute pending before the National Tribunal. I find, that Section 33(1) has no application to the facts of this case.

7. So far as Section 33(2) of the Industrial Disputes Act is concerned, it is clear, that this has application to the facts of this case. The dispute in respect of the petitioner is unconnected with the dispute pending before the National

Tribunal. Under Section 33(2)(b) it was incumbent on the Bank to apply for approval, and also pay one month's wages. It is all g'd on behalf of the Bank in paragraph 11 of their statement, that one month's wages were paid. It does not however appear, whether this payment of one month's wages was in lieu of notice, or in compliance with the requirements of Section 33(2). It is mentioned in Ext. W/1, that the workman would be paid one month's salary in lieu of notice. Therefore, it is by no means clear whether the management complied with the provisions of Section 33(2)(b) in the matter of payment of one month's wages. In any case, it is admitted before me by the Learned Representative on behalf of the Bank, that no petition for approval was filed, as provided in Section 33(2)(b). Accordingly, there is contravention of Section 33(2)(b), and this petition under Section 33A is maintainable. I find as above on these issues.

#### Issues No. 3 and 4—

3. The question next is about the plea, put-forward on behalf of the petitioner, that the termination of service is wrongful. What is mentioned in Ext. W/1 is, that the services of the workman were no longer required, and were terminated with immediate effect, and that he would be paid one month's salary in lieu of notice, and all other dues, payable under the Bank of Patiala Staff Rules, and Punjab Shops and Commercial Establishments Act, 1958. Nothing else is mentioned in this letter. The only document, filed on behalf of the management, is Ext. M/1, which contains the terms of appointment of the petitioner. Paragraph 5 is as follows:—

"That his services will be liable to be terminated without any notice."

The contention on behalf of the Bank is, that the services of the workman were terminated in terms of the letter of appointment, which were the conditions of service, applicable to him. It is all-g'd in the counter-statement in paragraph 7, that the employee being a temporary Gunretainer, his services were terminated as they were no longer required by the Bank. It is further alleged, that the termination was not by way of punishment. In my opinion, the termination of service cannot be upheld. Even granting the terms and conditions of service, as contained in Ext. M/1, it is clear, that the termination of service has not been proved to be *bona fide*. The decision in Assam Oil Company Ltd. (1960 I LLJ 587), is, that even if the management takes recourse to the terms and conditions of service, and terminated the services of the employee, still the exercise of the power in question, to be valid, must always be *bona fide*. If it is not proved to be *bona fide*, then an Industrial Tribunal will be entitled to interfere with the order in question. It is further observed in the same decision, that in some cases the employer may disapprove of the trade union activities of his employee, and may purport to discharge his services under the terms of the contract. The words used in the order of discharge and the form, which it may have taken, are not conclusive of the matter. The decision in Chartered Bank of India (1960 II LLJ 220) is also relevant. On the facts of the present case, it is alleged by the petitioner in his petition, that his services were terminated because of prejudice on account of his trade union activities. The fact, that the employee was only a temporary Gunretainer, does not give the management the right to terminate his services, as they pleased. It is in evidence, that he was appointed in 1958, and the termination of service took place in May 1960. It is also clear from the counter statement of the management, that he was given an increment. The termination of service under Ext. W/1 is summary and arbitrary, and is not *bona fide*. Such termination of service is a colourable exercise of authority by the management, taking advantage of the terms of appointment, Ext. M/1. The termination of service is also against the principles of natural justice. No charge was framed against the workman, and no opportunity was given to him to defend himself. The plea, that, because he was a temporary employee, his services could be terminated at any time, that the management chose, is untenable, and must be rejected. Even in the case of a temporary employee, a management is not entitled to get-rid of him arbitrarily and summarily and without observing the principles of natural justice.

9. On a consideration of the circumstances, I find that the termination of service of the workman is wrongful that it is not *bona fide*, that is only a colourable exercise of the power contained in Ext. M/1, and that it cannot be up-held, and that it must be set aside.

#### Issue No. 5—

10. The question next is about the relief, to which the workman is entitled. No circumstances have been established for holding, that it is inexpedient or undesirable to reinstate the workman in service. I find, that the petitioner is entitled to reinstatement. He is also entitled to recover, back wages at the rate

he was drawing the same at the time of termination of service. He is also entitled to continuity of service.

11. In the result, an award is passed as follows:—

- (i) The termination of service of Shri Dalip Singh is set aside.
- (ii) The management of State Bank of Patiala (Punjab) shall re-instate Shri Dalip Singh, Gunretainer, in service, and restore him to his old post, on the same terms and conditions as before, within two weeks from the date when this award becomes enforceable, and the period between the date of termination of service and the date of re-instatement shall be treated as continuous service, and shall not operate or act as a break in continuity of such service.
- (iii) The management of State Bank of Patiala (Punjab) shall also pay Shri Dalip Singh his back wages between the date of termination of service and the date of reinstatement, at the rate at which he was last drawing the same at the time of termination.
- (iv) There will be no order as to costs.

(Six pages).

6th November, 1961.

E. KRISHANA MURTI,

Central Govt. Labour Court: Delhi.

[No. 55(14)/61-LRIV.]

**S.O. 2909.**—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: DELHI.**

**PRESENT:**

Shri E. Krishna Murti, Central Government Industrial Tribunal, Delhi.  
15th November, 1961.

I.D. No. 262 of 1961

**BETWEEN**

The employers in relation to the Punjab National Bank Limited.

**AND**

Their workmen, as represented by the President, Association of Punjab National Bank Employees, Soni Dharamsala, Room No. 8, Imperial Road, Ajmer.

Shri Rajindar Ajmani.—for the management.

Shri D. R. Mirani.—for the workmen.

**AWARD**

By G.O. No. F.51(13)/61-LRIV, dated the 24th August, 1961, the industrial dispute, between the employers in relation to the Punjab National Bank Limited and their workmen, as represented by the President, Association of Punjab National Bank Employees, Soni Dharamsala, Room No. 8, Imperial Road, Ajmer, has been referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

2. The term of reference is as follows:—

"Whether Shri Sanu, a sweeper in the Ajmer Branch of the Bank is entitled to the emoluments prescribed in paragraph 123 of the award of the All India Industrial Tribunal (Bank Disputes) as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955, (41 of 1955) and, if so, from which date after the 23rd October, 1960?"

3. It is alleged on behalf of the workman, that Shri Sanu joined the service of the bank as a Sweeper about 11 years ago, that his services were being utilized as a part-time permanent employee, that he is a workman, that he is entitled to all the benefits under the Sastry Award, that he has been putting in duty since the date of joining, for more than 7 hours a week, that the bank is denying him 1/3 wages in terms of paragraph 123 of the Sastry Award, and that the bank should be directed to pay Shri Sanu the difference in wages with effect from 1st April, 1954, to date.

4. The contention on behalf of the management is, that Shri Sanu is working as a part-time sweeper of the bank, that he has been working for less than 7 hours a week, that it is not true, that Shri Sanu is entitled to benefits under the Award, that he is not entitled to 1/3 wages in terms of paragraph 123 of the Sastry Award, that he has been paid rightly at the rate of Rs. 15 per month, that any relief claimed for the period prior to 23rd October, 1960, is outside the scope of the reference, and that the petitioner is not entitled to any relief.

5. The issues, that arise for determination, are:—

(1) Whether Shri Sanu, a sweeper in the Ajmer Branch of the Bank is entitled to the emoluments prescribed in paragraph 123, of the award of the All India Industrial Tribunal (Bank Disputes) as modified by the decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955) and, if so, from which date after the 23rd October, 1960?

(2) Whether the claim for relief for the period prior to 23rd October, 1960, is outside the scope of reference?

(3) To what relief, if any, is the workman entitled?

Issues No. 1—3

6. This is a dispute between the employers in relation to the Punjab National Bank Limited, and their workmen.

7. Both parties have compromised the above-mentioned dispute in terms of Ext. M/1, a copy of which is annexed to this award as Annexure "A".

8. The said compromise is accepted.

9. In the result, an award is passed in terms of the compromise, Ext. M/1, a copy of which is annexed to this award as Annexure "A", which shall form part of the award.

(Two pages).

The 15th November, 1961.

(Sd.) E. KRISHNA MURTI,

Central Govt., Industrial Tribunal: Delhi.

ANNEXURE 'A'.

Sd./- E. KRISHNA MURTI.

BEFORE SHRI E. KRISHNAMURTHI, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI.

I.D. No. 262 of 1961.

Shri Sanu, Sweeper, Punjab National Bank Limited, Ajmer represented by the President/Secretary of the Association of Punjab National Bank Employees, Rajasthan State Ajmer Unit.

*Versus*

The Punjab National Bank Limited, Ajmer.

1. The Central Government has made a reference dated 22nd August, 1961, under Section 10 of the Industrial Disputes Act, regarding Shri Sanu of Ajmer in the following terms:—

"Whether Shri Sanu, a sweeper in the Ajmer branch of the Bank is entitled to the emoluments prescribed in paragraph 123, of the Award of the All India Industrial Tribunal (Bank Disputes) as modified by the

decision of the Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955, (41 of 1955), and, if so, from which date after the 23rd October, 1960?"

2. The parties have come to a mutual compromise, the terms of which are stated below. It is prayed that an Award be made in terms of the said compromise.

- (i) That Shri Sanu, Sweeper will be paid @ Rs. 17 (Rupees seventeen only) instead of Rs. 15 per month with effect from 1st October, 1960, onwards.
- (ii) That he shall be paid arrears @ Rs. 2 per month in terms of para 1 of this agreement from 1st October, 1960 to 31st October, 1961, in full and final settlement of his claim. Payment of such arrears will be made by 20th of November, 1961.

For the Association of the Punjab  
National Bank Employees, Rajasthan  
State.

For the Punjab National Bank Ltd.

Sd./- SAT PARKASH,  
11th November, 1961.

Sd./- .....  
11th November, 1961.  
Manager, Ajmer Branch.

Sd./- D. R. MIRANI,  
President,  
All India P.N.B.E. Association.  
SIGNATURE/T.I. of Sanu  
Sweeper.

WITNESS:

1. Sd./- .....  
11th November, 1961.
2. Sd./- .....  
11th November, 1961.

ANNEXURE A.

Sd./- E. KRISHNA MURTHI,

[No. 51(13)/61-LRIV.]

New Delhi, the 4th December 1961

**S.O. 2910.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following awards of the Labour Court, Ahmedabad, in the matter of applications under section 33A of the said Act from certain employees of the State Bank of Saurashtra, Jamnagar and the Canara Industrial and Banking Syndicate Limited, Udipi.

Exhibit No. 8

BEFORE SHRI D. M. VIN, THE PRESIDING OFFICER, LABOUR COURT  
(CENTRAL), AHMEDABAD

Complaint No. 154 of 1961

in

Reference No. 1 of 1960

Shri Manidharrai A. Valdiya, Anjarla's House, Sheth Fall No. 1, Haval  
Chowk, Jamnagar.—*Complainant.*

*Versus*

The State Bank of Saurashtra, Jamnagar.—*Respondent.*

**SUBJECT:**—*Complaint under Section 33-A of the Industrial Disputes Act, 1947.*

**APPEARANCES:** Nil.

#### AWARD

This is a complaint, filed under Section 33A of the Industrial Disputes Act, 1947, before the National Industrial Tribunal (Bank Disputes), Bombay. It was

transferred to this Court under Section 33B of the said Act on 7th September, 1961.

2. The complainant's case was that he was working in the Jamnagar Branch of the Respondent Bank, and that with a view to victimise him for his lawful trade union activities, he was transferred to the Kalavad Branch. By that transfer his total emoluments were reduced and an alteration was made in the conditions of his service. It was alleged that before taking this action, the Respondent Bank should have obtained a permission in writing from the National Industrial Tribunal (Bank Disputes); but that was not done and so it had contravened the provisions of Section 33 of the Industrial Disputes Act. He, therefore, prayed for an order directing his retransfer to the Jamnagar Branch and for payment of adequate compensation etc.

3. The Respondent Bank denied all the allegations regarding victimisation and alleged that the complainant was not transferred by way of punishment. It contended that no permission was necessary and that it had not contravened any of the provisions of Section 33 of the Industrial Disputes Act, 1947. It contended that this complaint should be dismissed.

4. This complaint was fixed for hearing on 17th November 1961; but a letter was received from the complainant on 13th November 1961, stating that as he has been offered a more prospective job in the Life Insurance Corporation of India and as he joined the same and as he has resigned from the service of the Respondent Bank he desires to withdraw this complaint. It is allowed to be withdrawn and so disposed of. There would be no orders as to costs.

5. It is directed that this award be submitted to the Central Government.

AHMEDABAD;  
The 18th November, 1961.

D. M. VIN,  
Presiding Officer,  
Labour Court (Central).

Exhibit No. 21

BEFORE SHRI D. M. VIN, THE PRESIDING OFFICER, LABOUR COURT  
(CENTRAL), AHMEDABAD

Complaint No. 137 of 1961

in

Reference No. 1 of 1960

Shri G. S. S. Rao (At Shringeri) C/o. The Canara Industrial & Banking  
Syndicate Employees' Union, Khandelwal Bhuvan, 1st Floor, 166,  
Dr. Dadhabai Naoroji Road, Fort, Bombay-1.—Applicant.

*Versus*

The Canara Industrial & Banking Syndicate Limited, Head Office, Udupi  
(South Kanara).—Respondent.

SUBJECT:—A complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES: Shri K. K. Mundul—for the complainant,

Shri G. S. Nagorkar—for the Respondent.

#### AWARD

This is a complaint made under Section 33A of the Industrial Disputes Act, 1947, to the National Industrial Tribunal (Bank Disputes) by one Shri G. S. S. Rao. It was transferred to this Court under Section 33B(2) of the said Act by the order dated 22nd August 1961.

(2) The Complainant's case was that he joined the Respondent Bank on 11th October 1943 and was confirmed as a Clerk on 11th October 1944. He was then promoted to the grade of a "C" Rank Officer on 11th August 1956 and confirmed there on 11th February 1957. Thereafter, he was transferred to the Davangere Branch on 13th July 1957, where he was working as an accountant, and getting total emoluments of Rs. 320-76 nP. comprising of basic pay of Rs. 187/-, dearness

allowance of Rs. 113.76 nP. and house rent allowance of Rs. 20/-. As an accountant, he was required to work on an average between ten to twelve hours per day without any overtime wages. He sought relief from the management of the Respondent Bank but he did not get any. So he joined the Union as from 1st April 1961. He then addressed a letter dated 1st May 1961 to the Respondent Bank stating that he should not be given more than eight hours' work per day or alternatively he would prefer the working hours of a clerk. In reply to this letter, he was served with a Memorandum dated 12th June 1961 reverting him as a clerk and transferring him to Sringeri Branch and requiring him to report there expeditiously. His total emoluments there were fixed at Rs. 187.28 nP. comprising of basic pay of Rs. 133/- and dearness allowance of Rs. 54.28 nP. He alleged that this action was taken against him with a view to victimise him for his having joined the Union and sought the amenities and facilities available to a workman under the Sastry Award. He contended that even as a "C" Rank Officer and working as an accountant at Davangere Branch he was a workman within the meaning of the Industrial Disputes Act, 1947; that by demoting him to the post of a clerk and transferring him to Sringeri Branch, the Respondent Bank had altered the conditions of his service to his prejudice; that this action would be covered within the scope of Section 33(1)(a) and an express permission in writing was necessary because a dispute regarding wages scales and emoluments etc. is pending before the National Industrial Tribunal; and that the Respondent Bank failed to obtain such a permission and its failure would amount to contravention of the mandatory provisions of Sec. 33(1)(a) of the Industrial Disputes Act. So he prayed that this complaint should be entertained under Section 33A and he should be granted proper and adequate reliefs.

(3) The case of the Respondent Bank was that the complainant, even according to him, was a C Rank Officer at Davangere Branch. He was vested with managerial powers as per the resolution of the Board of Directors dated 15th March 1958. So he was not a workman within the meaning of the Industrial Disputes Act, 1947 and was not entitled to maintain this complaint. The Respondent Bank denied to have taken a penal action against the complainant with a view to victimise him for anything. According to it, he was transferred as a clerk to Sringeri Branch at his own desire contained in his letter dated 1st May 1961 wherein he complained of heavy work and wished to be reverted. He had therefore no cause for any complaint. The Respondent-Bank contended that it was not necessary to obtain any permission and that it did not contravene any of the provisions of Section 33 and so this complaint should be dismissed with costs.

(4) Eventhough Section 33A of the Industrial Disputes Act, 1947, provides that "any employee" aggrieved by an employer's contravention of the provisions of Section 33, may make a complaint, it is obvious that the person making the complaint must be a "workman" because the question of complying with the provisions of Section 33 would arise only if he was a "workman" concerned in the industrial dispute pending before the Tribunal at the time of the alleged contravention. [See (1) Bata Shoe Co. Ltd. V/s. Ali Hasan; A.I.R. 1956 Patna 518 and (2) Mcleod and Co. V/s. Sixth Industrial Tribunal, West Bengal, A.I.R. 1958 Calcutta 273.] So the first question to be decided in the present case is whether the complainant was a workman within the meaning of the Industrial Disputes Act, 1947, at the time of the alleged contravention of the provisions of Section 33.

(5) It was urged that the complainant, as stated by himself, was a C Rank Officer and an accountant and the powers vested in him were of managerial nature. Reference was also made to paras 167 and to 320 and onwards of the Sastry Award and it was tried to be shown that he was an officer. It was contended that therefore he was not a "workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947. Now, it appears from Chapt. XV of the Sastry Award that the Bank employees were classified therein only as (1) Officers and (2) workman. The definition of the term "workman" as it stood then, did not include within its scope officers and so this classification seems to have been made. But now the definition in Section 2(s) is so amended as to widen its scope and include therein some categories of employees working as officers also. Hence, the classification of the employees made in the Sastry Award would not be applicable in the present case. However, assuming that the classification would apply in the present case, it should be noted that according to the principles laid down in that Award, itself, it is the nature of the work done by the employee and the degree of his responsibility which would determine whether he is a workman or not. It was observed that in banks many a time there are senior clerks with greater experience, who over and above doing their usual clerical work, exercise general supervision over other clerks and yet they continue to

be only workmen. It was also observed that even those, who are usually designated as supervisors and departmental-in-charges should be regarded as doing only skilled clerical work, and that they are to be distinguished from the persons whose duties and responsibilities are of a directional and controlling nature. In Para 332 it was observed for the categories of workmen known as Head-clerks, Accountants and Head Cashiers, that they should *prima facie* be taken as workmen wherever they do not be so treated, but with an important proviso that the banks would be at liberty to raise an industrial dispute about their classification, wherever they feel that with reference to a particular branch and a particular office a person so designated is really entrusted with work of a directional and controlling nature and perhaps even supervision of a Higher type over ordinary supervisory agencies. So even if an employee is performing some supervisory duties, he would not cease to be a workman as defined in Section 2(s) of the Industrial Disputes Act, 1947.

(6) But, as observed above, the scope of the term "workman" is widened by the amendment of Section 2(s) by the Industrial Disputes (Amendments and Miscellaneous Provisions) Act of 1956. Under the amended Section 2(s) even an employee, doing supervisory work, would be a workman, if he does not come within any of the exceptions provided in its sub-clauses (i), (ii), (iii) or (iv). The sub-clauses (i) and (ii) are not at all relevant in the instant case. According to sub-clause (iii) an employee who is employed mainly in a managerial or administrative capacity would be excluded from the ambit of the term "workman". As for the sub-clause (iv), which is mainly to be considered, it would be more convenient to reproduce it as follows:—

"person who being employed in supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

This sub-clause provides for two kinds of exceptions, viz. (1) persons employed in supervisory capacity and drawing wages exceeding five hundred rupees per mensem and (2) persons employed in a supervisory capacity and exercising, either by the nature of the duties attached to their office or by reason of the powers vested in them, functions mainly of a managerial nature and drawing any amount of wages. These two sub-clauses were considered by the Calcutta High Court in *McLeod & Co. V/s. Sixth Industrial Tribunal, West Bengal*, cited above, and it was observed in para 36 as follows:—

"Having regard to the categories of service indicated by the use of different words like "supervisory", "managerial", "administrative", it is, I think, necessary not to import the notions of one into the interpretation of the other. The words such as supervisory, managerial and administrative are advisedly loose expressions with no rigid frontiers and I would discourage too much subtlety in trying to precisely define where supervision ends, management begins or administration starts. For that would be theoretical and not practical. It has to be, in my opinion, broadly interpreted from a common sense point of view where tests will be simple both in theory and in their application. I should say interpreting this section on this point that (1) a supervisor need not be a manager or an administrator, (2) that a supervisor can be a workman so long as he does not exceed the wage limit of Rs. 500/- per month and (3) that a supervisor irrespective of his salary is not a workman who has to discharge functions mainly of managerial nature by reason of the duties attached to his office or of the powers vested in him. I consider the Industrial Tribunal in this case has made the errors in confusing a person who is an employee in a supervisory capacity drawing wages exceeding Rs. 500/- per month with the other class of a person who being employed in a supervisory capacity exercises functions mainly of a managerial nature. That is why he had been at pains to show that Sanyal had no superior authority for assigning business or that he had no initiative or that he could not dismiss, discharge or take disciplinary action against any subordinates. I am afraid those are the tests of managerial work or administrative work within the meaning of such words as used in Sec. 2(s) of the Industrial Disputes Act."

It appears from the above observations that broadly speaking the tests of managerial work or administrative work are superior authority for assigning business or authority to take initiative or to dismiss, discharge or to take disciplinary action against any subordinate. Even according to the *Sastry Award*, as observed above, only the work of a directional and controlling nature would take out the

persons from the ambit of the term "workman". If the work is only of supervisory nature, the employee would be a workman if he is drawing wages not exceeding five hundred rupees per month.

(7) Considering the present case in the light of the above observations, it appears that the total emoluments of the complainant as a C Rank Officer and an accountant were only Rs. 320:76 nP. His powers were those as mentioned in the resolution of the Board of Directors dated 15th March 1958. According to that resolution he could make, draw, sign and endorse cheques, hundies and other negotiable and mercantile instruments but he could not grant loans or advances or do other kind of work, specifically mentioned therein. In a bank a mere power to sign or endorse some documents would not mean any directional or controlling authority because such documents go round a number of hands to see and check whether they are in order and also to see that in case of a casual absence of somebody, the work does not come to a standstill. I do not think that the complainant's status can be decided only with the help of this resolution.

(8) The next piece of evidence to be considered in this behalf is the manual of instructions, a copy of which has been produced as Ex. 12A. The duties described therein tally with those in the resolution but they are made more clear and specific. It appears from that document that an accountant has to check all and every piece of work done by clerks and subordinates and to see that the instructions contained in the manual are strictly carried out. He has to organise staff and the various departments and allot work but after obtaining prior approval of the manager or the agent. It is also stated therein that although the manager or the agent is answerable for all staff matters ultimately, the actual training of the staff is to be done by the accountant but subject to the constant supervision of the manager or the agent. He may have to act for the manager or the agent during their absence and so he has to keep himself fully informed of advances, their proposals, credit reports and views of Advances Department etc. So, even according to this document, as an accountant, the complainant's duties were of supervisory nature but not of controlling or directional nature. Even though he had to do some supervisory work, he had to do it under the constant supervision of the manager or the agent and even for allotment of work he had to obtain prior approval of the manager or the agent. There is nothing to show that he could recruit or dismiss, discharge or otherwise punish the clerks or other employees or that he had any authority for sanctioning leave etc. So the supervision work which he had to do was of ordinary type and it was not of a directional or controlling nature, nor of managerial or administrative nature. Hence, looking to the duties performed by the complainant as an accountant, I think that he was a "workman" within the meaning of the term as defined under Section 2(s) of the Industrial Disputes Act.

(9) Now, admittedly, during the pendency of an industrial dispute regarding wage-scales etc. before the National Industrial Tribunal (Bank Disputes), the Respondent-Bank reverted the complainant to the post of a clerk and transferred him to Sringeri Branch. His total emoluments were also reduced to Rs. 187:28 nP. per month from Rs. 320:76 nP. per month. It was not disputed that the rate of dearness allowance payable at Davangere was higher than the one payable at Sringeri. So not only the total emoluments were reduced but even his status and the scales at which he was to be paid, were so altered as to be disadvantageous to him. It was however urged on behalf of the Respondent-Bank that no permission under Section 33(1) of the Industrial Disputes Act, 1947 was necessary because this alteration was made at the instance of the complainant himself. In this behalf, strong reliance was placed on the complainant's letter dated 1st May 1961, written to the General Manager of the Respondent-Bank, and it was urged that the complainant himself, preferred of his own free-will to work as a clerk and so it was not necessary to obtain any permission. A copy of the letter was produced as Annexure A, with the complainant Ex. 1. After complaining about the work for unduly long hours, i.e. from 8 A.M. to 9-30 P.M. at Davangere Branch, the complainant stated in that letter as follows:—

"Under this circumstance, I would like you to kindly see that I am not dragged to work more than 8 hours a day and also on Holidays and Sundays. Otherwise the only alternative left to me is to prefer to work as a clerk. I hope this will have your sympathetic consideration."

This passage was interpreted by the Respondent-Bank to mean that the complainant desired of his own free-will a reversion or demotion to the post of a clerk; while according to the complainant it would mean that he only desired to prefer the working hours applicable to the clerks. Reading the letter as a whole, I do not think that it can be interpreted to mean that the complainant

asked for a transfer and demotion to the post of a clerk. I think, he only said that instead of working for more than eight hours a day and also on Holidays and Sundays, he would prefer the working hours of a clerk. At any rate, the letter cannot be interpreted to mean that the request for transfer and demotion to the post of a clerk was of his own free-will. The request was obviously because of the alleged unduly long working hours and because there was no redress of the grievances. It is not necessary to consider in the present case whether the complainant's grievances had any substance or not. It would suffice to observe, that the complainant's request for transfer and demotion to the post of a clerk was not because of his own free-will but because of his grievances. Moreover, there is nothing to show that he asked for a transfer to the place where the dearness allowance payable to him would be at a lower rate. So it cannot be held that the alteration in the conditions of work was made at the request of the complainant, made of his own free-will.

(10) Assuming, however, that the complainant, had of his own free-will and accord, requested for the transfer and demotion to the post of a clerk at Sringeri, even then, I do not think that the Respondent-Bank was absolved of its obligation to obtain express permission in writing for making the alteration. The language of Section 33(1) of the Industrial Disputes Act, 1947, is amply clear to show that the circumstance regarding consent for making the alteration is not at all material for deciding whether a permission is necessary or not. What is to be considered is whether the alteration is to the prejudice of the workmen concerned or not. If the alteration is to the prejudice of the workman concerned, no amount of consent would absolve the employer of his liability to obtain the express permission in writing. An alteration which involves reduction not only of the status but even of scales and total emoluments of the complainant is certainly to his prejudice and so irrespective of the fact whether it was consented to or not, an express permission in writing was necessary. Admittedly, no such permission was obtained and hence the action of the Respondent-Bank under consideration, would amount to contravention of the provisions of Section 33(1) of the Industrial Disputes Act, 1947.

(11) It was urged on behalf of the complainant that this action was taken against him with a view to victimise him for his having joined a trade-union. It was alleged that he joined the union as from 1st April 1961 and he addressed the letter, considered above, on 1st May 1961. So he was immediately transferred and demoted to the post of a clerk at Sringeri. It was also alleged that in the past, he had written two letters, dated 10th November 1956 and 1st September 1956, copies of which were produced at Exs. 14 and 17 respectively, and asked for transfer and work as a clerk but he was not reverted; while soon after his letter dated 1st May 1961, he was reverted. It was further urged that even after the present complaint was filed, he was called and pressed to be amenable to the management. In support of that, the letter dated 14th October 1961 written by the Dy. Chief Officer to the complainant was produced at Ex. 13. Relying on these circumstances, it was urged that the action of the Respondent-Bank was taken with a view to victimise the complainant. Now, it does appear that in the past the complainant had requested twice for a transfer and for work as a clerk, but he was neither demoted nor transferred to a place at his disadvantage; while after he wrote the letter dated 1st May 1961, he was transferred and demoted on 1st July 1961. Even though the complainant alleged that this was due to the fact that he had joined the union on 1st April 1961, there is nothing to show that the management of the Respondent-Bank knew about it. So the action cannot be held to have been motivated by an ulterior motive to victimise him for his having joined the union. Again, it is true that the complainant was urgently called to the Head Office on 18th October 1961 by the letter, Ex. 13; but it does not show the purpose for which he was called. There is no evidence on the record of this case to show whether the complainant did see the Dy. Chief Officer as required or not and what happened at the meeting. So considering the evidence that is adduced in the present case, I do not think that the action of the Respondent-Bank, which is under consideration, can be held to have been actuated with a view to victimise him for his having joined the union. It should, however, be noted that even though the action is held not to have been proved to be *malafide*, an express permission in writing would be necessary under Section 33(1) of the Industrial Disputes Act, 1947, and admittedly such a permission was not obtained.

(12) The next question that arises for consideration is what relief should be granted to the complainant. His transfer and reversion to the post of a clerk was obviously to his prejudice. It is held above that he had not given his free consent to the same. There is nothing to show not even an allegation, that he was unfit or inefficient to work as a C Rank Officer and as an accountant. He

was admittedly confirmed in that post since 11th February, 1957. Moreover, there is no reason why he should suffer the loss in his earnings due to his transfer and reversion. So I think that it would be quite just and proper to direct that he should be restored to his grade of a C Rank Officer and an accountant and should be paid the difference in wages, which he would have got in that grade, if he was not transferred and reverted, and the wages he actually got after the transfer and reversion. It may be that the post which the complainant was holding at Davangere Branch may not be vacant and it may not be possible for the Respondent-Bank to transfer him back to that post. In that case, it would be open to the Respondent-Bank to transfer him to its any other Branch having similar working conditions and rates of allowances.

(13) The Complainant had also prayed for inflicting penalties under Section 31 of the Industrial Disputes Act, 1947; but at the time of hearing that prayer was not pressed for. Moreover, according to Section 34 of the said Act, neither the present complaint would be maintainable for that purpose, nor this Court would be a competent Court.

(14) In the result, I hold that by transferring and reverting the complainant Shri G. S. S. Rao, without the express permission in writing, the Respondent-Bank had contravened the provisions of Sec. 33(1) of the Industrial Disputes Act. The Respondent-Bank should restore him to his grade as a C Rank Officer and an accountant and should pay him the difference in wages, which he would have got in that grade, had he not been transferred and reverted, and the wages which he actually got after the transfer and reversion. It would however be open to the Respondent-Bank to transfer him to its any Branch having working conditions and rates of allowances similar to those at Davangere Branch. There would be no orders as to costs.

(15) It is directed that this award be submitted to the Central Government.

**AHMEDABAD;**  
The 22nd November, 1961.

(Sd.) D. M. VIN,  
Presiding Officer,  
Labour Court, (Central).  
[No. 55(46)/61-LRIV.]

G. JAGANNATHAN, Under Secy.

*New Delhi, the 2nd December 1961*

**S.O. 2911.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bhurangya Colliery and their workmen.

#### AWARD

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**

**REFERENCE No. 11 OF 1961.**

Employers in relation to Bhurangya Colliery.

**AND**

Their workmen.

*Dhanbad, dated the 22nd November 1961.*

**PRESENT:**

Shri Salim M. Merchant, B.A., LL.B., Presiding Officer, Central Government Industrial Tribunal, Dhanbad.

**APPEARANCES:**

Shri S. V. Acharya, General Secretary, Hindustan Khan Mazdur Sangh—  
*for the workmen.*

Shri R. P. Sinha, Labour Officer.—*for the employers.*

**STATE:** Bihar.

**INDUSTRY:** Coal.

#### AWARD

The Government of India, Ministry of Labour and Employment, by its Order No. 2/303/60-LR. II dated 21st March, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes

Act, 1947 (XIV of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

"Whether the refusal of the management to give employment to the 20 workmen listed below is justified. If not, to what relief are the workmen entitled?"

1. Shri Nakul Rewani.
2. Shri Bindheswar Rewani.
3. Shri Paban Bouri.
4. Shri Rajak Shekh.
5. Shri Jagadish Rewani.
6. Shri Dholu Rewani.
7. Shri Chanu Rewani.
8. Shri Sahadeo Rewani.
9. Shri Narayan Modak.
10. Shri Bhadur Rewani.
11. Shri Chanua Rewani.
12. Shri Dhuma Shekh.
13. Shri Jotu Rewani.
14. Shri Bhola Mahato.
15. Shri Meghu Rewani.
16. Shri Sambhu Rewani.
17. Shri Parsadi Rewani.
18. Shri Bhim Rewani.
19. Shri Mongru Rewani.
20. Shri Owahib Khan."

2. After the parties had filed their written statements the dispute was fixed for hearing on 18th November, 1961, when parties applied for an adjournment till 21st November, 1961, on the ground that they were negotiating for a settlement of the dispute. At adjourned hearing on 21st November, 1961, the parties have filed the terms of settlement reached between them and have prayed that an award be made in terms thereof. I consider the terms of settlement, a copy of which is annexed herewith and marked Annexure A, as fair and reasonable. I, therefore, make an award in terms thereof. The terms of settlement marked Annexure A, shall form part of this award.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer,  
Central Govt., Industrial Tribunal,  
Dhanbad.

#### ANNEXURE "A"

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL, CENTRAL, DHANBAD.  
REFERENCE No. 11/61.

In the matter of Industrial Dispute.

BETWEEN

The Manager, Bhurangya Colliery, P.O. Mohuda, Dhanbad.

Versus.

Their workmen represented by the Hindustan Khan Mazdur Sangh, H.O. Murulidih, P.O. Mohuda, Dhanbad.

In the matter of an amicable settlement of the above dispute, the Parties  
*Humbly sheweth—*

1. That in accordance with joint petition submitted by the parties on 18th November, 1961, before the Honourable Tribunal the parties agree to settle the Dispute on the following terms and conditions.

(1) that the workmen concerned will be taken in their services within 6 months of the publication of the award in their work, on basis of seniority with continuity of services.

(2) that the period of idleness from their dismissal from service till they are re-instated will be considered as leave without pay.

(3) that the company shall try to re-instate these workmen from the date of the agreement by removing temporary workman engaged from 9th September, 1960.

(4) that the company shall pay Rs. 100 towards the cost of the petition.

It is therefore prayed that the Honourable Tribunal may be pleased to pass an award in accordance with the terms and conditions of the agreement arrived at mutually.

And for this act of kindness the petitioners shall ever pray.

*Dated, the 21st November, 1961.*

On behalf of the Owner

Bhurangya Colliery.

On behalf of the workman  
under the Bhurangya Colliery.

Sd./- S. V. ACHARIA,

General Secretary,  
Hindustan Khan Mazdur Sangh,  
H.O. Murulidih, P.O. Muruda,  
Dhanbad.

Sd./- J. D. RATHOR,  
Director,  
Bhurangya Colliery,  
P.O. Mohuda, Dhanbad.

Before me.

*Dhanbad, The 21st November, 1961.*

Sd./- SALIM M. MERCHANT,  
Presiding Officer,  
Central Govt., Industrial Tribunal,  
Dhanbad.

[No. 2/303/60-LRII.]

*New Delhi, the 5th December 1961*

**S.O. 2912.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the Industrial dispute between the employers in relation to the Central Kurkend Colliery and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**  
Reference No. 42 of 1961

**PARTIES:**

Employers in relation to the Central Kurkend Colliery

AND

their workmen.

**PRESENT:**

Shri Salim M. Merchant, Presiding Officer.

*Dhanbad, the 21st November 1961*

**APPEARANCES:**

*For the employers.*—Shri S. C. Jain, Director.

*For the workmen.*—Shri Lalit Burman, Secretary, Bihar Koyla Mazdoor Sabha.

**STATE:** Bihar.

**INDUSTRY:** Coal.

**AWARD**

The Central Government by Ministry of Labour and Employment's Order No. 2/105/61-LRII, dated 8th June 1961, made in exercise of the powers conferred by

clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said Order for adjudication to this Tribunal:—

**SCHEDULE**

"Whether the management of the said Colliery was justified in dismissing Sarvashri Samtali Mia, II, Sahabuddin Mia, and Bifan Bhuia. If not, what relief are these workmen entitled to?"

2. After the parties had filed their written statements, at the hearing of the dispute before me on 21st November 1961 the parties filed an application recording the terms of settlement reached between them and prayed that an award be made in terms thereof. A copy of the said application is annexed hereto and is marked annexure 'A'. As I am satisfied that the terms of settlement are fair and reasonable, I make an award in terms of the settlement recorded in the application of the parties dated 21st November 1961 which shall form part of this award.

No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial Tribunal,  
Dhanbad.

**ANNEXURE 'A'**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD**

Reference No. 42 of 1961

**PARTIES:**

Employers in relation to the Central Kurkend Colliery

AND

their workmen.

*May it please the Hon'ble Tribunal,*

We, the parties abovenamed, beg to state that we have reached the following settlement in this dispute and pray that an award be made in terms thereof:—

1. The employers agree to reinstate Sarvashri Samtali Mia, II, and Sahabuddin Mia, in their former posts with continuity of past service on the reopening of No. 4 Pit of the Central Kurkend Colliery which is to take place in the very near future.
2. That for the period from the date of their suspension i.e. 7th February 1961 till the date of their reinstatement Sarvashri Samtali Mia, II, and Sahabuddin Mia shall be treated as on special leave without pay.
3. The union does not press the dispute with regard to Shri Bifan Bhuia as he has died but Shri Jain has assured the union that some help will be given to the widow of the deceased.

Dated at Dhanbad this 21st day of November 1961.

For the Central Kurkend Colliery,

S. C. JAIN, Director.

For the Bihar Koyla Mazdur Sabha,  
LALIT BURMAN, Secretary.

Before me.

SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial Tribunal, Dhanbad.

21-11-61.

[No. 2/105/61-LRII.]

**S.O. 2913.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the Industrial dispute between the employers in relation to the Central Kurkend Colliery and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**

REFERENCE NO. 41 OF 1961

**PARTIES:**

Employers in relation to the Central Kurkend Colliery

AND

their workmen.

**PRESENT:**

Shri Salim M. Merchant, Presiding Officer.

Dhanbad, the 21st November 1961

**APPEARANCES:**

For the employers.—Shri S. C. Jain, Director.

For the workmen.—Shri Lalit Burman, Secretary, Bihar Koyla Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal.

**AWARD**

The Central Government by Ministry of Labour and Employment's Order No. 2/104/61-LR-II dated 6th June 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (XIV of 1947) was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said Order for adjudication to this Tribunal:—

**SCHEDULE**

"Whether the dismissal of Shri Rameshwar Turi, Miner, was justified. If not, what relief is the workman entitled to?"

2. After the parties had filed their written statements, at the hearing of the dispute before me on 21st November 1961 the parties filed an application recording the terms of settlement reached between them and prayed that an award be made in terms thereof. A copy of the said application is annexed hereto and is marked annexure 'A'. As I am satisfied that the terms of settlement are fair and reasonable, I make an award in terms of the settlement recorded in the application of the parties dated 21st November 1961 which shall form part of this award.

No order as to costs.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer,

Central Government Industrial Tribunal,  
Dhanbad.

**ANNEXURE 'A'**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.**

REFERENCE NO. 41 OF 1961

**PARTIES:**

Employers in relation to the Central Kurkend Colliery

AND

their workmen.

May it please the Hon'ble Tribunal.

We, the representatives of the parties abovenamed, beg to state that we have settled this dispute on the following terms and pray that an award be made in terms thereof:—

1. The employers agree to reinstate Shri Rameshwar Turi, Miner, in his former post with continuity of past service on the reopening of No. 4

Pit of the Central Kurkend Colliery which is to take place in the very near future.

2. The period from the date of his suspension i.e. 7th February 1961 till the date of his reinstatement shall be treated as special leave without pay.

Dated at Dhanbad, this 21st day of November 1961.

For the Central Kurkend Colliery.

S. C. JAIN, Director.

For the Bihar Koyla Mazdoor Sabha,

LALIT BURMAN, Secretary.

Before me.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial Tribunal,  
Dhanbad.

[No. 2/104/61-LRII.]

**S.O. 2914.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the Industrial dispute between the employers in relation to the Ekra Khas Colliery and their workmen.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 54 OF 1961

## **PARTIES:**

Employers in relation to the Ekra Khas Colliery

AND

Their workmen.

Dhanbad, the 22nd November 1961

PRESENT :

Shri Salim M. Merchant, B.A.L.L.B., Presiding Officer.

## **APPEARANCES:**

Shri B. K. Mahesh, Superintendent, Ekra Khas Colliery for the employers.

Shri Lalit Burman, Secretary, Bihar Koyla Mazdoor Sabha, for the workmen.

STATE: Bihar.

INDUSTRY: Coal.

## **AWARD**

The Government of India, Ministry of Labour & Employment, by Order No. 2/139/61-LR.II dated 14th July 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 47) was pleased to refer to the industrial dispute in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

"Whether the management was justified in dismissing Shri Ramdeyas Singh, Night Guard and if not, what relief he is entitled to?"

2. After the dispute was heard for some time on 21st November 1961, the parties recorded a settlement. Under the settlement the employers have agreed to convert the order of dismissal dated 27th December 1960 passed against Shri Ramdeyas Singh, Night Guard into one of discharge from service. The management further agreed to pay Rs. 300/- (three hundred) to the dismissed workman as compensation within seven days from today. It is agreed that the payment is accepted in full and final settlement of all claims of Shri Ramdeyas Singh against the management including his claim for reinstatement in service which claim Shri Lalit Burman did not press. I am satisfied that in the facts and circumstances of the case this is a fair settlement and I therefore make an award in terms thereof.

SALIM M. MERCHANT,

Presiding Officer,

Central Govt. Industrial Tribunal, Dhanbad.

[No. 2/139/61-LRII.]

## ORDERS

*New Delhi, the 29th November 1961*

**S.O. 2915.**—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Monoharbohal Colliery and their workman in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the dismissal of Shri K. N. Mishra, Tub-checker, by the management of Monoharbohal Colliery was justified and, if not, to what relief Shri Mishra is entitled?

[No. 2/218/61-LRII.]

**S.O. 2916.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Parbella Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

1. Whether the management of Parbella Colliery were justified in stopping the wages and consequent benefits such as bonus, leave, train fare, etc. of Shri Ram Bhajoo Mahato, Loading Sirdar, from October 1959?
2. If not, to what relief, Shri Ram Bhajoo Mahato is entitled?

[No. 2/199/61-LRII.]

A. L. HANDA, Under Secy.

*New Delhi, the 4th December 1961*

**S.O. 2917.**— In exercise of the powers conferred by section 73-B of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1514 [HI-I (106)/56], dated the 26th June, 1959, namely:—

In the Table annexed to the said notification:—

(i) for the entries relating to Andhra Pradesh, the following entries shall be substituted, namely:—

(1)	(2)	(3)
Andhra Pradesh	1. Assistant Commissioner of Labour (W).	1. Nalgonda District. 2. Khammam District. 3. West Godavari District. 4. East Godavari District (excluding the areas falling within the jurisdiction of the Employees' Insurance Court.) 5. Kurnool District (excluding the areas falling within the jurisdiction of the Employees' Insurance Court.) 6. Cuddapah District. 7. Chittoor District.

(1)	(2)	(3)
2. Assistant Commissioner of Labour (Administration).	1. Hyderabad (excluding the areas falling within the jurisdiction of the Employees' Insurance Court).	
	2. Visakhapatnam (excluding the areas falling within the jurisdiction of the Employees' Insurance Court.)	
	3. Srikakulam District.	
	4. Warangal District.	
	5. Nagarjunasagar Project including both right and left banks.	
	6. Railway cases and Singareni Collieries cases.	
	7. Nellore District (cases relating to mines).	
	8. Medak District.	
3. Assistant Commissioner of Labour (I.R.).	1. Mahboobnagar District.	
	2. Krishna District (excluding the areas falling within the jurisdiction of the Employees' Insurance Court at Vijayawada).	
	3. Guntur District.	
	4. Karimnagar District.	
	5. Adilabad District (excluding the areas falling within the jurisdiction of the Employees' Insurance Court).	
	6. Nizamabad District.	
	7. Anantapur District.	
	8. Nellore District (Cases other than those relating to mines.)	

(ii) after the entries relating to Gujarat, the following entries relating to Kerala shall be inserted, namely :—

<b>Kerala</b>	<ol style="list-style-type: none"><li>1. Presiding Officer, Industrial Tribunal, Trivandrum. Revenue District of Trivandrum (excluding the areas within the jurisdiction of the Employees' Insurance Court, Trivandrum).</li><li>2. Presiding Officer, Industrial Tribunal Alleppey. Revenue Districts of Kottayam and Alleppey (excluding the areas within the jurisdiction of the Employees' Insurance Court, Alleppey).</li><li>3. Presiding Officer, Industrial Tribunal, Ernakulam. Revenue Districts of Ernakulam and Trichur (excluding the areas within the jurisdictions of the Employees' Insurance Courts, Ernakulam, Fort-Cochin and Mattancherry).</li><li>4. Presiding Officer, Industrial Tribunal, Kozhikode. Revenue Districts of Palghat, Kozhikode and Cannanore (excluding the areas within the jurisdictions of the Employees' Insurance Courts, Kozhikode and Cannanore.)</li><li>5. Presiding Officer, Labour Court, Quilon. Revenue District of Quilon (excluding the areas within the jurisdiction of the Employees' Insurance Court, Quilon).</li></ol>
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(iii) for the entries relating to Madhya Pradesh, the following entries shall be substituted; namely:—

"Madhya Pradesh Presiding Officer, Labour Court (constituted under the Industrial Disputes Act, 1947).	State of Madhya Pradesh (excluding the areas within the jurisdictions of the Employees Insurance Courts, Indore, Greater Gwalior, Ujjain, Ratlam, Jabalpur, Burhanpur, Bhopal, and Nagda.)".
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[No. F. HI-1(24)/60]

BALWANT SINGH, Under Secy.

